

AGREEMENT

BETWEEN THE

LINCOLN UNIFIED TEACHERS ASSOCIATION

CALIFORNIA TEACHERS ASSOCIATION

NATIONAL EDUCATION ASSOCIATION

AND THE

LINCOLN UNIFIED SCHOOL DISTRICT

2021-22, 2022-23, 2023-24

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LINCOLN UNIFIED SCHOOL DISTRICT
2010 WEST SWAIN ROAD
STOCKTON, CA 95207-4055

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AGREEMENT

The Articles and provisions contained herein constitute a bilateral and binding agreement referred to as the "Agreement" by and between the Lincoln Unified School District, hereinafter referred to as the District" and the Lincoln Unified Teachers Association, CTA/NEA (California Teachers Association/National Education Association) hereinafter referred to as the "Association." This Agreement is entered into pursuant to Chapter 10.7, Sections 3540 through 3549 of the Government Code.

ARTICLE I

1. RECOGNITION

1.1 The District recognizes the Association as exclusive representative for all certificated employees.

1.2 "Certificated employees" consists of employees as stated in the listing of positions set forth below:

All Transitional Kindergarten through grade 12 teachers including:

Adapted P.E. Specialists

Behavior Specialist

Bilingual/Language Development Specialist

Counselors

CLAD/BCLAD/SDAIE Teachers

Home and Hospital Teachers

Librarians

Music Teachers

Part-time Teachers

Psychologists

C.T.E. Teachers

Resource Specialists

School Nurses

Special Day Class Teachers, including Preschool

Special Program Teachers

Special Project Resource Teachers

Specially Funded Program Teachers

Language, Speech and Hearing Specialists

Teacher Interns

Teachers on Waivers

Temporary Teachers

Instructional Coaches

1.3 "Certificated" employees does not include district employees in the following classifications:

Management

Supervisory

Confidential

Substitute Teachers

Preschool/Day Care Instructors

Athletic coaches who are not certificated employees

Summer School Employees except as provided under sick leave

ARTICLE II

2. NON-DISCRIMINATION

The District and LUTA shall not illegally discriminate against any unit member on the basis of race, color, age, sex, sexual orientation, gender, religion, ancestry, ethnic group identification, national origin, political affiliation, domicile, marital status, physical or mental disability, membership in an employee organization, or participation in the activities of an employee organization. Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations. Non-discrimination shall not be construed as exempting any employee from performing all duties and responsibilities of the position to which he/she is assigned.

ARTICLE III

3. SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. It is further agreed that negotiations shall commence regarding matters related to such provisions as soon as possible.

ARTICLE IV

4. WAGES

- 4.1 Effective July 1, 2021, the 2020-21 base salary schedule shall be increased by 5.07%. Only employees in paid status on the date of Board ratification shall be paid this increase.

The base salary schedule shall be attached as Appendix A. The extra duty pay schedule shall be attached as Appendix B. The extra duty pay schedule shall reflect all extra duty positions paid by the District.

4.1.1 To compensate members of the LUTA bargaining unit for all the extra work and service that LUTA bargaining unit members have provided in multiple settings during the 2020-2021 school year (Distance Learning, Small Cohorts and Hybrid Classes) during the greatest pandemic the World and the District have faced over 100 years, all LUTA bargaining unit members who fulfill the terms of their 2020-2021 employment contracts by being in a paid status at the end of the school year will receive a one-time off schedule payment of \$4000 (prorated by FTE).

- 4.2 At the beginning of the school year or 30 days prior to beginning of science camp, 6th grade teachers whose classes are scheduled to attend science camp will indicate whether they will accompany their class. It will be the District's responsibility to provide a replacement for science camp and reassign the regular 6th grade teacher during the duration of science camp.

4.2.1 Teacher shall receive one day of paid leave for a Board-recognized school holiday that may fall during the attendance of science camp.

4.2.2 Teachers who actively participate with their students at science camp will be paid a stipend equivalent to \$125.00 a day not to exceed five days

- 4.3 The following conditions regarding the salary schedule shall apply:

4.3.1 All bargaining unit members whose "Overall Rating" is marked "Satisfactory" shall receive credit for that year of service for purposes of salary schedule movement. All bargaining unit members

whose "Overall Rating" is marked "Unsatisfactory" for the second consecutive year shall not receive credit for that year of service for purposes of salary schedule movement.

- 4.3.2 Bargaining unit members having the Ed.D. or Ph.D. shall receive an additional \$1,200 above their normal placement in the schedule. Those with an M.A. shall receive an additional \$1,000 above their normal placement in the schedule. Those who have both degrees shall receive both stipends. These stipends shall be prorated for the part-time bargaining unit members.
- 4.3.3 Psychologists and Behavioral Specialists shall have their salary placement multiplied by a factor of 1.15. Effective July 1, 2014, seventh and eighth grade teachers teaching in a K-8 program will have their salary placement multiplied by a factor of 1.05. Effective July 1, 2014, Language, Speech and Hearing Specialists shall have their salary placement multiplied by a factor of 1.15. Nurses shall have their salary placement multiplied by a factor of 1.10. Teachers who teach six periods on a regular basis at Lincoln High School / Village Oaks High School or seven periods at Sierra Middle School shall have their salary placement multiplied by a factor of 1.20. At the District's request teachers may voluntarily agree to teach a 1.20 schedule on an as-need basis with a resulting per-rata pay increase. Effective July 1, 2014, seventh and eighth grade teachers who teach in excess of 26.95 hours/weekly will be compensated for the overage time at their per diem rate by time sheet. The 20% above all full-time contracts shall be deemed as temporary contracts. Special Education Teachers shall receive an additional \$1,000 above their normal position on the salary schedule.
- 4.3.4 Federal and State regulations require districts to provide English Language Learners with equal opportunity for academic achievement. Teachers hired after January 1, 1999, shall hold a CLAD, BCLAD, or LDS certificate by the latter of the two (2) following dates; 1) March 1 of their second probationary year, 2) by the time the teacher has obtained a clear credential. All other teachers must hold a LDS, CLAD, or BCLAD permit, certificate, or credential, or must receive an SB1969/395 certificate by September 1, 2003. Many teachers will need a CLAD credential or SB1969/395 certificate prior to the deadlines listed above in order to satisfy the requirements of their teaching assignment.
- 4.3.5 Effective July 1, 2007, bargaining unit members employed with outside experience will be given year-for-year credit up to eleven years. Bargaining unit members employed with eleven or more years of outside teaching experience will be placed on Step 12 of the Certificated Salary Schedule. This experience must have been obtained within fifteen (15) years immediately preceding employment by Lincoln Unified School District. Experience for service outside the district shall count towards longevity pay. This change will not apply to employees whose first years of service was prior to 2006-2007 school year, not withstanding employees who would benefit by resigning and immediately returning to the district.
- 4.3.6 Effective July 1, 1998, full-time employees must work a minimum of 135 instructional days in order to receive service credit for salary placement purposes. Part-time employees must work a minimum of 75% of the instructional days of their contract year in order to receive service credit for salary placement purposes. As clarification full-time employees who work 134 3/4 days (one hundred thirty-four and three-fourths days) will not receive service credit for salary placement purposes. Service credit for part-time employees will be calculated in the same manner. Days of paid sick leave (not including differential pay) shall be counted as work days for salary placement purposes.
- 4.3.7 Bargaining unit members will be given credit for approved semester units completed and submitted by August 1st. Proof of completion accepted may consist of: unofficial transcripts or report cards or proof of attendance, followed up with official transcripts submitted by September 5th. No course shall be taken for salary credit if the district has paid for the employee to attend, paid the tuition cost, or paid the cost to transcript the course. However, the District may

advertise that salary credit may be granted to employees who take specific courses during a specific time period.

- 4.3.8 All graduate units for salary advancement must be pre-approved by the evaluator and the Associate Superintendent of Human Resources. The Associate Superintendent of Human Resources shall evaluate and may reject graduate units of a teacher applicant if the units are not closely related to the teaching profession or progress towards a graduate-level degree. Effective September 1, 2001, no units of salary column advancement may be independent study courses unless approved by the Associate Superintendent of Human Resources.
- 4.3.9 An employee while on contract who completes one full semester or one-half of the required days stated in Article VI shall be paid one-half of his/her annual salary.
- 4.3.10 Effective on the date of board ratification of this agreement, the hourly pay rate shall be \$35.00 for instructional work, and \$13.00 for athletic department work. Teachers shall not receive hourly pay for preparation time for their own hourly work. Nurses employed during the 2021-2022 school year may submit timesheets, consistent with Article 4.3.10, for extra work performed during the 2021-2022 school year that was not already time sheeted. Nurses must obtain supervisor approval for such time sheets, which must be submitted to payroll no later than May 16, 2022. Payments will be issued by June 10, 2022.
- 4.3.11 The procedure for salary placement and advancement is attached as Appendix I.
- 4.4 Bargaining unit members will have the option of either twelve (12) or eleven (11) monthly pay periods yearly.
- 4.5 Initial salary placement will be determined in the following manner.
 - 4.5.1 Effective July 1, 2007, bargaining unit members employed with outside experience will be given year-for-year credit up to eleven years. A teacher employed with eleven or more years of outside teaching experience will be placed on step 12 of the Teachers' Salary Schedule. This experience must have been obtained within fifteen (15) years immediately preceding employment by Lincoln Unified School District.
 - 4.5.2 Bargaining unit members initially employed with 75% or more of a year of service credit are given credit for a full year of service. Bargaining unit members initially employed with less than 75% of a year of service credit are not given credit for that year of service. This initial placement, and not the percent thereof, will serve as the base number for any future service credit.
 - 4.5.3 Substitute service does not count toward years of service credit.
 - 4.5.4 Employees who return to the District within 39 months from their date of resignation are placed on the salary schedule at the point reached when the resignation occurred. If the employee gained outside teaching experience within the 39 months, their prior district experience shall be combined with the experience obtained outside the District. Employees who return to the district outside of the 39-month window are placed on the salary schedule with the same consideration as a new employee to the District.
- 4.6 Salary advancement will be determined in the following manner:
 - 4.6.1 Effective July 1, 1998, full-time employees must work a minimum of 135 instructional days in order to receive service credit for salary placement purposes. Part-time employees must work a minimum of 75% of the instructional days of their contract year in order to receive service credit for salary placement purposes. As clarification, full-time employees who work 134 3/4 days (one hundred thirty-four and three-fourths days) will not receive service credit for salary

placement purposes. Service credit for part-time employees will be calculated in the same manner. Days of paid sick leave (not including differential pay) shall be counted as work days for salary placement purposes.

- 4.6.2 Service credit for part-time employees accumulates by adding the percentage of contract worked, i.e. an employee who works a 75% contract for three years will accumulate 2.25 years of service credit. When part time service reaches 75% or more, the employee is advanced to the next highest step on the salary schedule. Part-time experience will continue to accumulate based on the actual percent of service credit. This provision excludes reduced work load employees under Section 20.3.2.
- 4.6.3 Effective August 1, 1995, days of paid sick leave (not including differential pay) will be counted as days of work. Employees whose salary placement will be affected by this change will be compensated for the differences beginning with the 1996-97 school year. Therefore, a change experienced during the 1995-96 school year will not be reimbursed.
- 4.6.4 Effective August 1, 1980, an employee whose contract changes during the year will be given service credit for the greater contract if they work at least one full semester or more than 50% of the year at the greater contract percentage. Employees whose salary placement will be affected by this change will be compensated for the difference beginning with the 2000-2001 school year. Therefore, a salary placement change prior to the 2000-2001 school year will not be reimbursed or compensated.
- 4.6.5 Employees will be placed in accordance with their years of service credit and semester units beyond a bachelor's degree. However, an employee may only be placed on a longevity step after serving one full year at Step F-13.

Effective July 1, 2001, employees will be placed in accordance with their years of service credit and semester units beyond a bachelor's degree. An employee who has acquired sufficient years of service and semester units to be placed beyond Step F-13 will be placed at the appropriate step without having to serve one year at Step F-13.

- 4.6.6 The type of credentials, permit or credential waiver held by the employee will not adversely affect salary advancement. This includes, but is not limited to, intern, emergency, clear professional and preliminary credentials.
- 4.6.7 Annually and at District discretion, the District may offer a one-time signing bonus stipend of \$1,500.00 per teacher as means of providing qualified teachers in a timely manner for our students in specific areas of need.
- 4.6.8 For the 2020-2021 and 2021-2022 school years only, the District shall reimburse teachers working to clear their preliminary credentials up to \$2,200.00 per year for their induction program tuition costs. Provide up to \$4100 induction reimbursement for Nurses in the 2021-2022 school year for clearing the School Nurse Services Credential. Only employees in paid status on the date of Board ratification shall be eligible for these reimbursements.

ARTICLE V

5. HEALTH AND WELFARE

- 5.1 The District shall furnish the following health and welfare benefits for the term of the Contract Agreement and will pay the premiums for full-time employees in accordance with the Agreement.
- 5.1.1 Effective June 30, 2019, the District will provide all bargaining unit members with up to \$900 per month of aggregate health and welfare insurance coverage through California's Valued Trust (CVT). Part-time bargaining unit members or bargaining unit members on unpaid leave may select life insurance only. Any cost over \$900 per month shall be collected as a payroll deduction. If the cost is below \$900 per month this cost savings shall be retained by the District. The \$900 per month cap shall be prorated for part-time employees. The aggregate coverage shall include the following:
- 5.1.1.1 Bargaining unit members will receive health benefits coverage through CVT. Every three years, LUTA will hold a vote to choose plan structure (tiered vs. composite). LUTA will report its bargaining unit's unilateral choice to the District in writing that includes the vote results to the Associate Superintendent of Human Resources by May 1st for implementation at the beginning of the following plan year.
- 5.1.1.2 Bargaining unit members will have the option of CVT Blue Cross Plan 8/RxC (80%), Blue Cross Plan 6/RxA (80%), Blue Cross Plan 4/RxA (90%), Blue Cross Plan 1/RxA (100%), Blue Cross High Deductible Health Plan (HDHP)-1, Wellness Plan / C, CVT Bronze, Kaiser North Plan 1 (traditional), Kaiser North Plan 3, Kaiser North Plan 7, Kaiser High Deductible Health Plan 8 (HDHP), or Kaiser Wellness Plan.
- 5.1.1.3 Bargaining unit members will receive prescription coverage through CVT.
- 5.1.1.4 The District will maintain the present levels of benefits for dental and vision plan coverage for eligible employees through CVT.
- 5.1.1.5 The District will provide \$60,000 life insurance policy through CVT for full-time employees.
- 5.1.1.6 The District will provide Employee Assistance Program (EAP) coverage through CVT.
- 5.2 Benefits shall continue for twelve (12) months (October 1st through September 30th) for a full academic year of service. Payment of premiums for eligible part-time employees shall be prorated to the percent of time served during the academic year.
- 5.3 Should an employee go on authorized paid leave, the employee's benefits shall continue to be provided by the District. Should the employee go on authorized unpaid leave, the employee shall be permitted to pay the required premium for any program, provided that this provision does not violate the terms of the insurance contract. During FMLA and CFRA leaves, the District will continue to make its regular contributions toward health coverage, and the employee will be on regular paid status while using their accrued leave time.
- 5.4 An employee retiring from the District may continue the health-medical plan if the insurance contract permits until he/she reaches the age of 65 if such program continues to be available. The employee shall arrange to pay the required premium.
- 5.5 The District shall provide the Association with a copy of the master contract that covers each benefit program covered by 5.1.1.2 above.

- 5.6 The District agrees to pay benefits to CVT, if the insurance contract permits, at the same level of coverage as current employees for those bargaining unit members who retire from STRS prior to the age of sixty-five (65) under the following conditions:
- 5.6.1 Employees eligible for STRS disability retirement who are younger than 55 are not eligible for this provision.
- 5.6.2.1 If hired prior to July 1, 2007, the employee has been a full-time employee of the District for a period of not less than ten (10) years and the employee has served with the district continuously. If the employee is on the 39-month re-employment list and returns to service, the employee shall be considered to have continuous service. For the purposes of this article Board-approved leaves shall not constitute a break in service.
- 5.6.2.2. If hired on or after July 1, 2007, the employee has been a full-time employee of the District for a period of not less than fifteen (15) years and the employee has served with the district continuously. If the employee is on the 39-month re-employment list and returns to service, the employee shall be considered to have continuous service. For the purposes of this article, Board-approved leaves shall not constitute a break in service.
- 5.6.2.3 If hired on or after July 1, 2014, the employee has been a full-time employee of the District for a period of not less than seventeen (17) years and the employee has served with the district continuously. If the employee is on the 39-month re-employment list and returns to service, the employee shall be considered to have continuous service. For the purposes of this article, Board-approved leaves shall not constitute a break in service.
- 5.6.3 The employee must have reached the age of fifty-five (55).
- 5.6.4 Payment of benefits will terminate on the employee's sixty-fifth (65) birthday.
- 5.6.5 Benefits under this Section shall be for the exact coverage provided active employees except for Life Insurance.
- 5.6.6 Retirees shall be responsible for paying their share of any required insurance premium in a timely manner. Failure by a retiree to make timely premium payment may result in cancellation of medical benefits.
- 5.6.7 Retirees will be placed on a three tiered program offered by CVT effective October 1, 2006.
- 5.7 The District agrees to pay benefits to CVT, if the insurance contract permits, for part-time employees on a prorated basis for employees who retire from STRS prior to age sixty-five (65) under the following conditions:
- 5.7.1 The coverage shall be effective September 1, 2000, and shall not be retroactive to include former part-time employees who are presently retired or inactive.
- 5.7.2 Part-time employees eligible for STRS disability retirement who are younger than 55 are not eligible for this provision.
- 5.7.2.1 If hired prior to July 1, 2007, the part-time employee has served with the District continuously for a period of time sufficient to accumulate not less than the equivalent of ten (10) years of service credit with the district immediately prior to retirement. If the part-time employee is on the 39-month re-employment list and returns to service, the employee shall be considered to have continuous service. For the purposes of this article, Board-approved leaves shall not constitute a break in service.

5.7.2.2 If hired on or after July 1, 2007, the part-time employee has served with the District continuously for a period of time sufficient to accumulate not less than the equivalent of fifteen (15) years of service credit with the district immediately prior to retirement. If the part-time employee is on the 39-month re-employment list and returns to service, the employee shall be considered to have continuous service. For the purposes of this article, Board-approved leaves shall not constitute a break in service.

5.7.2.3 If hired on or after July 1, 2014, the part-time employee has served with the District continuously for a period of time sufficient to accumulate not less than the equivalent of seventeen (17) years of service credit with the district immediately prior to retirement. If the part-time employee is on the 39-month re-employment list and returns to service, the employee shall be considered to have continuous service. For the purposes of this article, Board-approved leaves shall not constitute a break in service.

5.7.3 The part-time employee must have reached the age of fifty-five (55).

5.7.4 Payment of benefits will terminate on the part-time employee's sixty-fifth (65) birthday.

5.7.5 Benefits under this section shall be for the exact coverage provided active employees except for Life Insurance and the three tiered plan provided by CVT for retirees.

5.7.6 The portion of the premium payment paid by the district during retirement will be established by the average of the years of service credit earned by a part-time employee in the district who has accumulated the equivalent of ten (10), fifteen (15) or seventeen (17) years of service credit, depending on the date of hire. As an example, for an employee hired prior to July 1, 2007, the District will pay 55% and the retiree will pay 45% of the required insurance premium for the retiree who continuously worked with the District until retirement age for ten years as a 50% employee, six years as a 40% employee, and four years as a 90% employee.

5.7.7 Retirees shall be responsible for paying their share of any required insurance premium in a timely manner. Failure by a retiree to make timely premium payments may result in cancellation of medical benefits.

5.8 The District will provide the opportunity for bargaining unit members to participate in the American Fidelity Assurance Company's 125 Flexible Benefit Plan and Health Savings Account. Should American Fidelity Assurance Company begin charging a fee to the District for this plan, this plan may be terminated by the District at the end of any plan year.

5.9 During the month of their 65th birthday, retirees may decline health benefits provided for in Section 5.6 and 5.7 above, by signing a "Retiree Health Benefits Declination Form".

5.10 Retirees may decline health benefits in accordance with the memorandum of understanding executed during 2005/2006 negotiations.

5.11 Any employee or retiree who has an individual enrolled as a dependent on their health and welfare insurance coverage who is not a dependent in accordance with the CVT criteria shall be responsible for paying the full cost of any health and welfare benefit the enrolled individual received.

ARTICLE VI

6. HOURS

- 6.1 Effective July 1, 2018, the required days of service shall be 185 days for returning employees and 188 days for employees who are new to the District. This will include three (3) non-instructional service days and two (2) professional development days. The number of instructional days shall be 180.
- 6.1.1 The District and LUTA agree the District and LUTA will discuss professional development days as non-student days within the 2019-20 school year. Both parties recognize that a work calendar must be negotiated.
- 6.2 Teachers hired after the first day of the contract year will have the option of beginning work with students on their date of hire or of taking up to two (2) days to prepare at their school site before working with students.
- 6.3 The District may add instructional days for emergencies. The decision to declare an emergency and to add instruction day(s) shall be at the sole discretion of the District.
- 6.4 At District discretion, high school counselors, library media teachers, and school nurses will be paid for up to five (5) additional days at their daily rate each year; psychologist and behavior specialists for up to six (6) days per year.
- 6.5 If an employee believes an alternative work calendar might better meet the needs of students and the instructional program, the employee may suggest an alternative calendar based on the same number of work days or weekly hours (see Section 6.6 below). The District and LUTA must mutually approve the modified calendar. Calendars must be submitted to the District by May 1st for the ensuing school year.
- 6.6 No K-6, Sierra Middle School or High School teacher shall be assigned to more than twenty-five and six-tenths (25.6) hours of scheduled class time weekly. No 7-8 teachers teaching in a K-8 program shall be assigned to more than 26.95 hours of scheduled class time weekly, beginning July 1, 2014. Alternative Education teachers may be assigned up to 32.5 hours per week of scheduled class time and will be compensated for any time above 25.6 hours per week with a stipend based on their hourly per diem rate. Scheduled class time includes scheduled class instruction, scheduled directed study, and scheduled individual study. Traditional duties and rotating duties shall not be considered scheduled class time. No employee shall be required to serve at the duty site for more than eight and one-half (8.5) consecutive hours. No unit member shall be required to meet a scheduled class before 7:10 a.m. An attempt will be made to recruit volunteers for classes beginning at 7:10 a.m. or earlier.
- 6.7 Beginning with the 2014-15 school year, the 7th and 8th grade teachers at each K-8 site will vote to determine whether or not their site will adopt a seven period schedule for the following three years. LUTA will conduct a vote by secret ballot and report the results to the site administrator no later than February 1 of the previous school year.
- 6.7.1 For the 2014-15, school year only, LUTA will submit this vote to the District. Both LUTA and the District will meet and discuss how to implement the results of this vote. Any of the K-8 school sites that are not included in implementation shall have their schedule revert to 2013-14 status quo.
- 6.8 All employees shall be at the school site for a period of time sufficient to carry out all professional duties and responsibilities of their assignment. Duties and responsibilities shall include traditional and rotating duties. Rotating duties shall be assigned in an equitable manner so that all employees assume a fair share of such duties.

6.8.1 At the high school level, rotating duties shall not exceed an average of two (2.0) hours per week for employees. The site administration, in consultation with a committee of teacher representatives elected by teachers from each department, will annually review and develop a list of essential rotating duties. All certificated staff shall select one (1) rotating duty for the year from this essential-duties list. If a teacher fails to select a duty from the essential-duties list, administration will assign one. First-year teacher will usually be assigned less than an average of 2.0 hours per week of rotating duty.

6.8.2 At all other school sites, rotating duties shall not exceed an average of two (2.0) hours per week for employees. First-year teachers will usually be assigned less than an average 2.0 hours per week of rotating duty. Itinerant teachers will be assigned rotating duties on a voluntary basis due to the traveling nature of their assignment.

6.8.2.1 An itinerant teacher is defined as a teacher who travels between two or more sites as a part of their regular schedule.

6.8.3 Participation on District curriculum committees is voluntary.

6.8.4 Any employee who is chronically unavailable to confer with students or parent may receive a disciplinary letter at the District's discretion, if an employee receives such a letter, and continues to be unavailable, they may be directed by the District to arrive at work 30 minutes prior to their scheduled work day or to stay 30 minutes after their scheduled work day ends in order to be available to parents and students. The supervisor and employee will work in good faith to establish a schedule that will accommodate students, parents and the employee.

6.9 Regardless of the time element, an employee is expected to prepare for instruction, evaluate students' work, and carry out or participate in traditional duties and responsibilities expected of certificated employees.

6.9.1 Traditional duties may include but shall not be limited to;

6.9.1.1 Parent and student conferences, including on-going availability to parents and students, and individualized education plan (I.E.P.) meetings as required by law.

At the High School the following applies:

The 2017-18 school year will be a planning year for the implementation of high school parent conferences. The planning committee shall be composed of a majority of LUTA members, along with administrative designees. The committee will make recommendations as to the structure, scheduling and implementation of the process. The District and LUTA recognize that implementation of parent conferences at the high school must be negotiated.

The 2014-15 school year will be a planning year for the implementation of high school parent conferences. The planning committee shall be composed of a majority of LUTA members, along with administrative designees. The committee will make recommendations as to the structure, scheduling and implementation of the process.

The 2015-16 school year will serve as the one-year pilot program for high school parent conferences. The pilot program will end with the conclusion of the 2015-16 school year. The District and LUTA will meet prior to the end of the 2015-16 school year to determine if the program will be renewed.

6.9.1.2 Record keeping

6.9.1.3 Student field trips

6.9.1.4 Orientation and in-service workshops, not including optional buy-back days.

6.9.1.5 Faculty meetings: Faculty meetings shall be limited to a maximum of one and one-half (1.5) hours each.

6.9.1.6 Back-to-School nights, Open-House meetings.

6.9.1.7 Teacher representation at 7th grade parent nights.

6.9.1.8 Teacher representation by every department at the annual high school curriculum faire.

6.9.1.9 Monday early release time for grade level and department meetings: Three meetings per month shall be directed by teachers for professional collaboration (not preparation time) one meeting per month shall be directed by the site administrator.

6.10 The site administrator may authorize an employee to arrive at the duty site late or leave the duty site early.

6.11 There shall be a duty-free lunch period for all employees of at least thirty (30) consecutive duty-free minutes.

6.12 A full-time teacher's regularly scheduled daily work assignment shall be in a consecutive time block unless otherwise agreed by the teacher and the site administrator. An effort will be made to provide a consecutive schedule for part-time teachers.

6.13 An effort will be made to adhere to the following meeting schedule:

6.13.1 General purpose District committees called by committee chairpersons and School-Based Coordinated Program meetings – MONDAYS

6.13.2 Faculty meetings, school department meetings – MONDAYS, TUESDAYS and/or THURSDAYS

6.13.3 Professional organizational meetings called by the Association – WEDNESDAYS

6.13.4 No required meetings shall normally be called on Friday except in an emergency.

6.14 The negotiated yearly calendar shall be attached as Appendix C.

6.15 Preparation time at Lincoln High School and Sierra Middle School shall be one period per teaching day.

Preparation time for teachers in grades 7 and 8 at K-8 sites shall be one period per teaching day or class sizes shall average 25 students per site. This configuration shall be established by a majority vote annually by the affected teachers and principal at a specific school by October 1st of the prior year for implementation the following year.

Effective, August 2016, K-6, K-8 sites may elect to use the time that another district teacher is teaching in the classroom for preparation. Typically, the District assigns music teachers for 40 minutes to kindergarten classrooms, 40 minutes to 1-3 classrooms and 60 minutes to 4-6 classes per full five-day week. Should that time not be available, the District shall provide make-up preparation time within a reasonable period or pay the teacher for the missed time at the established hourly rate. Teachers who do not receive preparation time during parent conference week or any other early release day will not receive make-up preparation time or compensation.

Effective, August 2016, all fourth through sixth grade teachers, excluding alternative education, special education, intervention, music and home-hospital teachers, shall receive an average of 100 minutes of preparation time per full five-day week in addition to the 60 minutes per full five-day week described above. In addition, this preparation time may not be provided during parent conference periods. For clarification purposes, fourth through sixth grade teachers will receive a total of 160 minutes total preparation time per full five-day week.

Effective August 2019 through June 2021, TK/K-6, TK/K-8 sites may elect to use the time that another district teacher is teaching in the classroom for preparation. Typically, the District assigns music teachers for 40 minutes to transitional kindergarten/kindergarten classrooms, 40 minutes to 1-2 classrooms and 60 minutes to 3-6 classes per full five-day week. Should that time not be available, the District shall provide make-up preparation time within a reasonable period or pay the teacher for the missed time at the established hourly rate. Teachers who do not receive preparation time during parent conference week or any other early release day will not receive make-up preparation time or compensation. This paragraph sunsets effective June 30, 2021, and reverts back to language in the previous paragraph.

6.16 Kindergarten teachers shall work 100 minutes beyond their regularly scheduled class time (200 minutes). The 100 minutes shall be included in the calculation of scheduled class time for kindergarten teachers (see Section 6.6).

6.16.1 The kindergarten teacher is assigned to only one session of kindergarten daily.

6.16.2 The site administrator will determine the kindergarten teacher's 100-minute assignment. The use of the 100 minutes shall be for the support of the primary classrooms (K-3) at the same site. The kindergarten classes at the site will receive first consideration for support from the 100-minute assignment. The principal may assign teachers to the 1-3 grade level if in his/her professional judgment there is a greater need at the 1-3 grade level. The assignment of an individual kindergarten teacher to grades four (4) through eight (8) may be made with the teacher's consent.

6.16.3 The teacher shall not serve as the principal teacher during this additional 100 minutes.

6.16.4 Kindergarten teachers may choose to have the District provide a substitute teacher for two days in order to conduct parent conferences for each set of conferences.

6.16.5 The District and LUTA agree the District may meet with the kindergarten teachers to discuss options for implementing full/extended day kindergarten in the future. LUTA representatives will have the right to attend. Both parties recognize that a change in formal structure must be negotiated.

ARTICLE VII

7. LEAVES

Section 1 - Sick Leave

7.1.1 The District employees shall be granted leave in accordance with appropriate section of the Education Code, Family Medical Leave Act, and California Family Rights Act.

7.1.2 Employees must comply with reasonable rules and regulations of the District regarding the advance reporting of illness or injury absence, or reporting readiness to return to duty in order that substitute arrangements may be made.

- 7.1.3 One day of leave may be used by regular district teachers, teaching summer school. This day may be used for illness or personal necessity.
- 7.1.4 The District at its discretion may require an employee to provide a Fitness for Duty Certificate from a doctor selected by the employee from a list. This requirement shall include all areas of fitness including, but not limited to, mental fitness. The list of doctors shall consist of the approved list of CVT doctors. The District shall have the right to restrict the selection to a specific area of practice. The bargaining unit member shall submit the Fitness for Duty Certificate to the District within 15 work days of the request. The release shall stipulate that the employee is fit to resume all duties required of their position. The District may request a verification of any absence from a medical practitioner, or an affidavit provided by the employee. This section of the contract does not apply to the area of Workers' Compensation.
- 7.1.4.1 An employee may present a doctor not on the list for consideration for mutual approval and inclusion on the approved list. If the doctor is not approved by the District, the employee must select a doctor from the approved list.
- 7.1.5 Upon return from absence, the employee shall complete a statement verifying that the absence was due to illness or injury.
- 7.1.6 Employees returning to work from extended illness or injury absence (including surgery) may be required to provide the district with a doctor's release prior to returning to duty, stipulating that they are fit to resume all duties required of their position.
- 7.1.7 After an employee who is absent due to injury or illness has exhausted his/her accumulated sick leave, he/she shall be provided extra sick leave as follows:
- 7.1.7.1 An employee who has exceeded his/her current and accrued sick leave shall be provided one-half (1/2) day of additional sick leave for each day of total sick leave at the time of the illness.
- 7.1.7.2 Differential pay shall commence only after the current year's sick leave has been used. Differential pay shall not exceed a period of 100 hundred (100) working days.
- 7.1.7.3 Differential pay shall be limited to the employee's per diem compensation less the established substitute rate, but not less than 50% of the employee's per diem compensation.
- 7.1.8 The District shall provide each employee with an annual written statement of his/her accumulated sick leave on or before October 15.
- 7.1.9 Employees who establish a pattern of repeatedly taking sick leave days on Fridays or days before a holiday weekend may be required to provide a physician's verification for any sick leave day falling on a Friday or the day before a holiday weekend.

Section 2 - Family Leaves

- 7.2.1 An employee disabled by pregnancy and/or childbirth may use all her accumulated sick leave during the period she is unable to work. Under the Family Medical Leave Act (FMLA), eligible employees may be entitled to take up to 12 weeks of leave for their own serious health condition or to care for a child within the first 12 months after the child is born or placed with the employee for adoption. Under the California Family rights Act (CFRA), eligible employees may take up to 12 weeks of leave within the first 12 months after the birth or adoption of a child for child care and bonding purposes. Depending on the employee's circumstances, FMLA and CFRA leaves may run concurrently. During FMLA and CFRA leaves, the District will continue to make its regular contributions toward health coverage and the employee will be on regular paid status while using their accrued leave time. Employees are

encouraged to contact the Associate Superintendent of Human Resources to review their eligibility under these leave provisions.

- 7.2.2 FMLA and CFRA leaves may apply to male and female employees.
- 7.2.3 Any family leave time granted in addition to FMLA or CFRA leaves will be without pay and benefits unless the employee has accrued leave time available and has been deemed by a physician unable to return to work. Family leaves shall last not longer than twelve (12) months. Employees may apply for unpaid leave under the provisions set forth in Article VII, Sections 7.6 and 7.7 of this contract.
- 7.2.4 An employee on leave for maternity reasons may work as long as she can perform all duties and responsibilities as confirmed by her physician or medical practitioner. If there is a doubt, the district may require an examination by a qualified, mutually agreed upon physician or medical practitioner at District expense.
- 7.2.5 Verification from a physician, medical practitioner or adoption agent may be requested. When applicable, the employee shall provide a statement from her physician or medical practitioner setting forth the period of disability.
- 7.2.6 The employee shall give the District at least fifteen (15) days notice prior to the return date.
- 7.2.7 An employee who serves less than seventy-five (75) percent of the duty days in the school year that the parental leave was granted shall be placed at the same salary step upon return as when the leave became effective; if the employee served seventy-five (75) percent or more of the school year, the employee shall progress normally on the salary schedule. Per Article IV (4.6.1), days of paid sick leave (not including differential pay) shall be counted as day of work.
- 7.2.8 For purposes of FMLA and CFRA, a year begins on July 1 and ends on June 30.

Section 3 - Personal Necessity Leave

- 7.3.1 Up to seven (7) days of accumulated sick leave may be used by an employee for personal necessity leave. Employees who have 50 or more days of accumulated sick leave available on the first day of the work year will be entitled to use up to nine (9) days of personal necessity leave during that school year. An employee's eligibility for using up to nine (9) days of personal necessity leave shall be determined annually.
- 7.3.2 Personal necessity leave may be used for unspecified compelling reasons. Personal necessity leave shall not be used for vacation, recreation, or to engage in other employment
- 7.3.3 Employees should notify their evaluator as early as possible that he/she will be absent from work for personal necessity leave.
- 7.3.4 Employees should avoid taking personal necessity days immediately before or after a school vacation day, holiday or holiday weekend, if possible. An employee may be requested to change the day(s) scheduled for personal necessity leave if a sufficient number of substitute teachers will not be available. If the employee determines that the change of day will not meet his/her needs, the personal necessity leave shall not be denied.
- 7.3.5 Any employee using more than the number of days of personal necessity he/she is entitled to use shall receive no pay for the time the employee missed work.
- 7.3.6 Employees may be entitled to take up to 12 weeks of FMLA/CFRA leave under the criteria listed below and avoid using personal necessity leave. Employees should contact the Human Resources Office for eligibility information.

7.3.6.1 The birth of your child or the placement of a child with you for adoption or foster care;

7.3.6.2 A serious health condition that makes you unable to perform the essential functions of your job;

7.3.6.3 A serious health condition affecting your spouse, child, or parent for which you are needed to provide care.

7.3.7 Employees who establish a pattern of repeatedly taking personal necessity days on Fridays or days before a holiday weekend may be required to provide the general reason for the absence.

Section 4 - Bereavement Leave

7.4.1 Each full-time employee shall be authorized up to five (5) days of bereavement leave with full pay when absent, when such absence is caused by the death of a member of his/her immediate family or current step family by marriage. Members of his/her immediate family/stepfamily are mother, father, grandmother, grandfather or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in law, current mother-in-law, current father-in-law, brother or sister of the employee or of the spouse of the employee, or any person living in the immediate household of the employee.

Section 5 - Jury Duty, Subpoenaed Witness

7.5.1 District employees who are called to serve on a jury or as a subpoenaed witness shall be entitled to be absent from duty without loss of pay. Any compensation, excluding travel or meal reimbursements, shall be remitted to the District. Participation on a Grand Jury requires district permission.

Section 6 - Unpaid Leave Long Term

7.6.1 At its sole discretion, the District may grant a request for an unpaid long-term leave.

7.6.2 An unpaid long-term leave shall be any leave period of thirty-one (31) or more consecutive assignment days.

7.6.3 An employee who wants to apply for an unpaid long-term leave must submit a request in writing to the superintendent on or before April 30 of the school year preceding the school year in which the employee wishes to take the leave. The employee must state in the request the reasons for the leave.

7.6.4 An employee who is granted this unpaid leave may return to a position in the district if there are openings in the employee's field, if no opening exists, the employee will have top priority for the next opening in the employee's field in accordance with employees' seniority.

7.6.5 The terms and conditions under which the requested leave might be granted shall be communicated in writing to the employee prior to the transmission of the leave recommendation by the Superintendent or his designee to the Board of Trustees for action.

7.6.6 The granting of an unpaid leave request for one employee shall have no impact on or constitute any precedent for other leave requests.

Section 7 - Unpaid Leave Short Term

7.7.1 An employee may request a short term unpaid leave of thirty (30) consecutive days or less for purposes not covered by Personal Necessity, Section 3 above. The request shall be in writing, addressed to the Superintendent, stating the time and purpose of the leave. The written request shall be transmitted to the Superintendent at least fifteen (15) business days before the requested leave would begin. The

fifteen (15) business days requirement may be waived if the Superintendent determines that an emergency exists.

- 7.7.2 The Superintendent shall respond to the employee's request within ten (10) business days. The Superintendent will respond in a timely manner if it is determined that any emergency exists. The Superintendent's decision shall be final and not subject to the grievance procedure.

Section 8 - Paid Administrative Leave

- 7.8.1 An employee may be placed on administrative leave with pay upon verbal notification when the District determines that his/her presence would be detrimental to the welfare of the District, the pupils, the public, or employee(s) of the District.

- 7.8.2 This verbal notification shall be followed by service upon the employee of written notice of paid leave.

Section 9 - Industrial Accident/Illness Leave

- 7.9.1 In accordance with Section 44984 of the Education Code, certificated employees shall be entitled to leave of absence of industrial accidents or illness, subject to the following:

- 7.9.1.1 Allowable leave shall be for not more than sixty (60) working days in one (1) fiscal year for the same accident or illness except when such accident or illness is the result of an act of violence, then allowable leave shall be for not more than ninety (90) working days.

- 7.9.1.2 Allowable leave shall not be accumulated from year to year.

- 7.9.1.3 Industrial accidents or illness leave will commence on the first day of absence.

- 7.9.1.4 Payment for wages lost on any day shall not, when added to an award granted the employee under workers' compensation laws of the State of California, exceed the normal wage for the day. The employee shall endorse to the District wage loss benefit checks received under the workers' compensation laws of this state. The District, in turn, shall issue the employee appropriate warrants for payment of wages or salary and shall deduct normal retirement and other authorized contribution.

- 7.9.1.5 Industrial accident leave will be reduced by one (1) day of authorized absence regardless of a compensation awarded under workers compensation.

- 7.9.1.6 When an industrial accident or illness occurs at a time when the full sixth (60)/ninety (90) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

- 7.9.1.7 Periods of leave of absence pursuant to this procedure shall not be considered to be a break in service for the employee.

- 7.9.1.8 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to sick leave and extended sick leave will then be used. If, however, an employee is still receiving workers' compensation, they shall be entitled to use only so much of their accumulated and available sick leave or other available leaves which, when added to the workers' compensation awarded, provides for a day's wage or salary.

- 7.9.1.9 An employee returning to work on industrial accident or illness leave shall be required to present a doctor's release prior to returning to paid duty.

7.9.1.10 Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Governing Board authorizes travel outside the state.

Section 10 - Miscellaneous

7.10.1 An employee returning from paid leave may return to his/her former position unless the position has been eliminated in whole or in part, in which case the employee will be assigned to a position for which he/she is qualified, consistent with the transfer article.

7.10.2 An employee on a paid leave shall have all benefit programs continued on the same basis as active employees. An employee on an unpaid leave for more than one (1) calendar month may continue benefit programs by paying the appropriate premiums, provided that this does not violate terms of the insurance contract.

7.10.3 Leaves shall not be denied for reasons that are arbitrary, capricious, discriminatory or punitive.

ARTICLE VIII

8. SABBATICAL/FELLOWSHIP LEAVES

8.1 The District shall make a 1/2 year's salary or a dollar amount at least equal to 50% of Class F, Step 13 of the certificated salary schedule, available during each academic year for sabbatical leave time or fellowship support. The District and the Association, through the liaison process, may determine that budgetary constraints preclude funding this article during any given year.

8.2 A selection committee shall be composed of six (6) members, three (3) members appointed by the Association and three (3) members appointed by the District. The committee will be formed each school year by February 1st and shall review all sabbatical leave or fellowship requests and make a recommendation for final approval by the Board of Trustees.

8.3 Before granting such leave the Board may consider the availability of an adequate replacement and the timing of the leave as it may affect the operation of the School and District.

8.4 A teacher may be granted a Sabbatical/Fellowship Leave for the purpose of professional study, travel, or research, which will benefit the school and pupils of the District.

8.5 Definitions:

8.5.1 The term "study" shall mean the pursuance of a program of study in an accredited institution of higher learning.

8.5.2 The term "travel" shall consist of an itinerary planned to contribute to established or proposed approved programs.

8.6 The district shall provide the Association and teachers with notification of sabbatical availability by January 31 of each year. The District shall provide the Association with copies of sabbatical leave application forms no later than January 31. Sabbatical leave applications shall be submitted to the Superintendent's Office on an official form not later than March 1.

8.7 The Sabbatical/Fellowship Leaves committee will receive and consider all sabbatical application for leaves and will make recommendations to the Superintendent by April 1. Applicants shall be notified of the Board's decision no later than May 1.

- 8.8 The Sabbatical/Fellowship Leaves committee will receive and consider all applications for Fellowship leave and will make recommendations to the Superintendent at a later date to be determined at Liaison. Applicants shall be notified of the Board's decision at a later date to be determined at Liaison.
- 8.9 Selections for Sabbatical/Fellowship Leaves shall be made according to the following criteria:
- 8.9.1 The value of the proposed study to the employee and the District.
 - 8.9.2 The length of District service of the teacher requesting such leave.
 - 8.9.3 The benefits to be received by the future students of the employee.
 - 8.9.4 Commitment of two (2) years service to the District upon return from sabbatical leave.
- 8.10 The terms and conditions of leaves shall be stated in writing prior to the time the Board is requested to approve the leaves.
- 8.11 Reinstatement to active service at an earlier date may be allowed by mutual agreement between the District and the employee.
- 8.12 When an employee returns from Sabbatical Leave or completes a Fellowship Leave a written report shall be filed in a form prescribed by the District and shall provide sufficient evidence to validate achievement of objectives for which the Sabbatical or Fellowship was granted.
- 8.13 The District may require the posting of a bond to ensure that the employee will return to the District for a period of at least twice the length of the leave.
- 8.14 Sabbatical Leaves:
- 8.14.1 Sabbatical Leaves shall not be less than one (1) semester nor more than one (1) year.
 - 8.14.2 A teacher who has served not less than seven (7) consecutive years shall be eligible to apply for a Sabbatical Leave, and the granting of such leave shall not be considered a break in service.
 - 8.14.3 The District shall pay a unit member who is on a semester Sabbatical Leave his/her full salary for such period. The District shall pay a unit member who is on a full year leave fifty (50) percent of his/her salary. There shall be no reduction in employee benefits during the term of a Sabbatical Leave.
 - 8.14.4 If an employee received any remuneration during the sabbatical, the per diem amount paid by the District may be reduced by the per diem amount paid by the non-District source.
 - 8.14.4 Retirement service credit for Sabbatical Leave shall be in accordance with State Teachers Retirement System Regulations.
- 8.15 Fellowship Leave:
- 8.15.1 A fellowship granted during periods when instruction is not scheduled shall provide for a stipend based on the request made by the applicant, but in no case shall the amount exceed the employee's per diem rate covering the period of the fellowship.
 - 8.15.2 If an employee received any remuneration during the fellowship, the per diem amount paid by the District may be reduced by the per diem amount paid by the non-District source.

8.15.3 A teacher who has served not less than five (5) consecutive years shall be eligible to apply for a Fellowship Leave, and the granting of such leave shall not be considered a break in service.

8.15.4 Retirement service credit for Fellowship Leave shall be in accordance with State Teachers Retirement System Regulations.

ARTICLE IX

9. TRANSFER

Section 1 – Definitions

9.1.1 A transfer is a change in the school to which an employee is assigned within the district. A transfer is either voluntary or involuntary.

Section 2 – Voluntary Transfers

9.2.1 By March 15th of each school year each employee shall be notified that the district is accepting request for transfers for the following school year. An employee shall submit his/her request on the district's transfer/reassignment request form. This request should be submitted on or before April 15th.

9.2.2 The employee requesting a transfer shall then submit the completed transfer request form to the employee's immediate supervisor for signature. This submission (to the immediate supervisor) can be done electronically, as long as the required district form is completed and this electronic submission is attached to the form. Such signature shall be solely an acknowledgement that the immediate supervisor has been informed of the employee's desire for transfer.

9.2.3 Known vacancies within a school year, which occur after October 1st and prior to the last school day of that school year, shall be posted for ten (10) working days. An employee must apply for transfer during the ten (10) working day period to receive full consideration. Vacancies that occur between the end of school year and October 1st shall be posted.

9.2.4 If it is determined that a vacancy exists during the summer an employee shall be informed of the vacancy by e-mail or phone if the employee has a general request for transfer on file, or the employee has requested to be informed of vacancies during the summer months. This request must be in writing and must be submitted through the personnel office.

9.2.5 Filing a request for transfer shall be without prejudice to the employee in the employee's present position.

9.2.6 A request for transfer may be withdrawn at any time prior to official notification of transfer approval. Such withdrawal shall be in writing dated and signed by the employee who originally requested the transfer.

9.2.7 If more than one employee has applied for the same position, the selection of the employee to be transferred shall be based on the needs of the instructional program and the ability of each employee to perform in the new position. Seniority and a teacher's scheduling needs shall be two of the many factors weighed by the District when transfers are being considered.

Section 3 – Involuntary Transfer

9.3.1 A transfer initiated by the administration shall be completed only after the appropriate district administrator has discussed the transfer with the affected employee. Involuntary transfers may be

made for one of the following reasons: elimination of program(s), program funding changes, worksite closings, and other reasons determined by the District.

- 9.3.2 Transfers shall be made to meet the instructional requirements of the school district and/or the best interest of the students.
- 9.3.3 An employee shall be given at least ten (10) calendar days notice before an involuntary transfer is to take place. The employee shall be granted five (5) days of released time to prepare for the involuntary transfers that occur during the school year. This release time must be taken within thirty (30) calendar days from the commencement of this new assignment unless alternate arrangements are made with the appropriate district administrator. The District shall provide assistance in moving an employee's district issued material whenever an employee is involuntarily transferred.
- 9.3.4 The administration must inform the teacher of this procedure by supplying a copy of this article to the affected employee.
- 9.3.5 When a choice of positions is possible, the employee may indicate an order of preference. If two or more employees transferred involuntarily request the same assignment, the one best qualified in the judgment of the appropriate district administrator in consultation with the appropriate administrative staff, shall be recommended. Seniority and a teacher's scheduling needs shall be two of the many factors weighed by the District when transfers are being considered, in addition, the parties will abide by the MOU signed on April 21, 2010 regarding involuntary transfers within a particular kind of service during an established layoff period.
- 9.3.6 No involuntary transfer shall be arbitrary, capricious, discriminatory or punitive.
- 9.3.7 An employee being involuntarily transferred shall, upon request, be provided with the reasons in writing.
- 9.3.8 Whenever a transfer is made or considered to be made, the employee shall be notified as soon as possible.

ARTICLE X

10. REASSIGNMENT/RELOCATION

Section 1 – Definition

- 10.1.1 A reassignment within the meaning of this Article is a change in assignment from one grade level to another within the same school or program, or a change in assignment from one subject to another within the same school or program.
- 10.1.2 A relocation within the meaning of this Article is defined as a change of work location at the same school site.

Section 2 – Voluntary Reassignment

- 10.2.1 Any employee may request a change in his/her assignment by submitting such request in writing to the employee's site administrator. At its discretion, the District may grant or deny such a request.

Section 3 – Involuntary Reassignment

- 10.3.1 At its discretion, the District may initiate reassignments. Involuntary reassignments may be made for the following reasons: elimination of program(s), program funding changes, worksite closings, and other reasons determined by the District.

10.3.2 The District shall observe the following procedures in making reassignments:

10.3.2.1 An administrator shall notify an employee who is being considered for a reassignment. Upon written request from the employee, the administrator shall meet with that employee to discuss the reasons for the proposed reassignment. If the employee objects to the proposed reassignment, the employee may suggest alternatives to his/her administrator.

10.3.2.2 Once a decision has been made to reassign an employee, the site administrator shall notify the employee as soon as possible.

10.3.3 Release time to prepare for the new assignment, when the reassignment occurs during the academic year, will be granted as follows:

10.3.3.1 One day – 20% change (Lincoln High School, Sierra Middle School, one period change)

10.3.3.2 Two days – 21% – 99% change

10.3.3.3 Three days – 100 change

10.3.3.4 If a reassignment results in a mandatory change in work location, the site administrator may approve an additional day of release time or one day of pay at the short-term substitute pay rate.

10.3.3.5 The District shall provide assistance in moving an employee's district issued material whenever an employee is involuntarily reassigned.

10.3.3.6 No involuntary reassignment shall be arbitrary, capricious, discriminatory or punitive.

Section 4 – Involuntary Relocation

10.4.1 A site administrator, upon request, will approve either one day of release time or one day of pay at the per diem rate for a mandatory change in work location, which occurs during the academic year.

10.4.2 The District shall provide assistance in moving an employee's district issued material whenever an employee is involuntarily relocated.

10.4.3 No involuntary relocation shall be arbitrary, capricious, discriminatory or punitive.

ARTICLE XI

11. CLASS SIZE

11.1 The parties have agreed to an alternative method from the LCFF for determining transitional kindergarten (TK) through third (3rd) grade class sizes. The process shall be identical to the LCFF method with one exception; the District shall be permitted to exceed the required site TK -3rd grade class size average targets by as many as 0.25 students at four schools in any year. If this occurs, the sites that experience this excess will be required to meet the state targets the subsequent school year. This exception to the state mandate will sunset when the state penalties for exceeding the 24 to 1 class size ratio sunsets.

11.2 Class size shall be guided by restrictions established by law unless the district receives a waiver. The District will balance classes in relationship to the needs of the instructional program, provided prudent fiscal management can be maintained. The District will attempt to balance class size within the first three weeks of each semester.

- 11.3 When new pupils are enrolled, they will be distributed as equally as possible among teachers assigned to that grade level or subject area taking into account the number of student stations, safety factors, financial penalties and considering the needs of students.
- 11.4 Every effort shall be made to ensure that Special Day Classes average no more than twelve (12) pupils, and have a maximum of fourteen (14) pupils. Resource Specialist Programs shall have a maximum of twenty-eight (28) pupils per California Education Code 56362 (c).
- 11.5 The District shall average one (1) psychologist for every 2,500 students.
- 11.6 The District shall strive to maintain Language, Speech and Hearing Specialists caseloads to approximately fifty-five (55) students. The District shall strive to maintain Language, Speech and Hearing Specialist caseloads at approximately forty (40) students for preschool students (ages 3-5) with exceptional needs in addition to speech and language services. Caseloads shall be prorated for Language, Speech and Hearing Specialists who have both school-age students and preschool students with exceptional needs in addition to speech and language services.

ARTICLE XII

12. EVALUATION

Section 1 – Procedures for Teacher Evaluation

- 12.1.1 The chief responsibility for formal employee evaluation shall be that of each building principal or designee; however, this responsibility shall be shared with the District Superintendent or his/her management or supervisory designee. Accordingly, no grievance shall contest the judgment of the evaluator or content of the evaluation. Grievances relating to evaluation shall be limited to claims that the following procedures have been violated.
- 12.1.2 Evaluation of bargaining unit members shall be conducted on the following basis and shall cover one school year only:
 - 12.1.2.1 At least twice per school year for all Referred Participating Teachers (RPT) and probationary or temporary employees who have worked fewer than two years with the district.
 - 12.1.2.2 Every other year for those who hold permanent status or who have held temporary status for more than two years with exceptions noted below:
 - 12.1.2.2.1 The first year in permanent status will be an evaluation year.
 - 12.1.2.2.2 An employee whose performance rating on any portion of the evaluation falls below “Meets or Exceeds District Standards” may, at the discretion of the evaluator, be evaluated again the following year after directed improvement.
 - 12.1.2.2.3 If the evaluator and the unit member mutually agree, permanent employees will be evaluated every five years (evaluation will occur during the 5th year) if he or she meets the following criteria:
 - 12.1.2.2.3.1 The employee has worked in the District for ten consecutive years.
 - 12.1.2.2.3.2 The employee is deemed “Highly Qualified” under NCLB.
 - 12.1.2.2.3.3 The employee holds an authorization to teach English Language Learners.
 - 12.1.2.2.3.4 The employee has received a “meets or exceeds district standards” in each area on their last two evaluations.

12.1.2.2.4 Should an administrator determine that there is need to evaluate an employee during a non-designated year, the employee is to be notified in writing of the evaluation and of the reasons for the change. The administrator shall meet and confer with the employee by December 1 and discuss the topics listed in 12.1.4 below. No evaluation shall take place without written notification as specified in this paragraph.

12.1.3 Unit members to be evaluated during their regularly scheduled evaluation year shall be offered a copy of the evaluation procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than October 15 of the year in which the evaluation is to take place. A unit member will be notified of the identity of their evaluator not less than one week prior to this scheduled goals conference meeting in sufficient time to prepare for the meeting.

12.1.4 A unit member and the evaluator shall meet no later than October 15 to discuss the following:

12.1.4.1 Goals, objectives and standards to be achieved.

12.1.4.2 Type of observations to be held, scheduled and/or unscheduled.

12.1.4.3 Length and number of observations.

12.1.4.4 Type of conferences to be held (pre, post, both, or none).

12.1.4.5 The renewal or issuance requirements of the unit member's credential, permit, certificate or waiver.

12.1.4.6 During an evaluation year, the performance responsibilities and professional responsibilities on the evaluation form.

12.1.5 The evaluator meeting with the unit member, as outlined in paragraphs 12.1.3 and 12.1.4 shall be the same evaluator who completes the final evaluation. The designated evaluator shall have the primary responsibility for compiling all observations of the unit member including those done by other administrators. If a unit member disagrees with any part or the entire observation made by an observer other than the evaluator, a request for a meeting involving the observer, evaluator and the member shall be granted.

12.1.6 In the event of a disagreement over the objectives, standards and/or evaluation schedule, the unit member and the evaluator shall:

12.1.6.1 Make good faith effort to resolve the differences themselves.

12.1.6.2 If the disagreement persists, the parties may invite a third party (who may be a representative of the Association) to assist in resolving the differences. The third party shall recommend alternatives to the unit member and evaluator.

12.1.6.3 If either the unit member or evaluator rejects the proposed alternatives, each shall have the opportunity to state his/her position on the matter(s) in dispute, and to have a written statement attached to the evaluation form.

12.1.6.4 The unit member shall have the right to identify any constraints, which the unit member believes may inhibit his/her ability to meet the objectives and standards established.

12.1.7 During the course of the evaluation year, circumstances may change which require modification of the original objectives and standards. The unit member may initiate a change of objectives and standards.

- 12.1.8 For permanent successful teachers, the number of observations by the evaluator shall normally be four per year, unless the evaluator determines that fewer or more are needed. One scheduled observation must be completed by the evaluator. For probationary teachers or teachers with an identified deficiency the number of observations will usually be greater. Evaluation shall not be based solely on unscheduled observations.
- 12.1.9 "Scheduled" observations shall include:
- 12.1.9.1 Length as established under 12.1.4 above.
 - 12.1.9.2 At least two (2) days prior notification.
- 12.1.10 "Unscheduled" observations shall include:
- 12.1.10.1 Length as established under number 12.1.4 above.
 - 12.1.10.2 Evaluator's determination of date/time.
- 12.1.11 If an employee's evaluation indicates that there are deficiencies, a reasonable period of time shall be given to correct them. The employee shall also be given direction and assistance designed to help in correcting each deficiency covered by the evaluation.
- 12.1.12 Evaluations shall be based on observations of the employee and upon such other factors as affect the operation and welfare of the educational program. No overall unsatisfactory rating may be given on the final evaluation unless at least one area of deficiency has been identified and reported in writing to the employee. The evaluator shall be excused from this requirement if the area of deficiency is manifested immediately prior to the presentation of the final evaluation.
- 12.1.13 No unit member shall be held accountable for any aspect of the educational program, which he/she has neither the duty nor the responsibility to carry out.
- 12.1.14 The written evaluation shall be prepared by the evaluator and presented to the unit member no later than thirty (30) days prior to the last day of school. An evaluation conference between the unit member and the evaluator shall be held no later than the last day of school. In the event the unit member disputes the content, the unit member may prepare a written statement, which shall be attached and incorporated into the final evaluation.
- 12.1.15 Notwithstanding Consulting Teachers and Referred Participating Teachers in the PAR program, unit members shall not be required to participate in the evaluation(s) and/or observations of other unit members unless the unit member being evaluated consents.
- 12.1.16 Employees shall receive a signed and dated copy of written observations, within ten (10) working days.
- 12.1.17 No evaluation shall be conducted in a manner, which is arbitrary, capricious, discriminatory, or punitive.
- 12.1.18 The District shall use adopted uniform evaluation instruments appropriate to level or program that shall be used district-wide. A copy of the instruments used for the evaluation of teachers, counselors, psychologists, and school nurses are attached as Appendix D, E, F, and G, respectively. District Standards attached as Appendix H.
- 12.1.19 It is recognized that some unit members and their evaluators wish to reflect upon, evaluate and enhance a unit member's performance using an alternative assessment model. By mutual agreement between the unit member and evaluator, traditional observation/assessment may be

replaced by techniques agreed upon between the two parties. If the two parties elect to use an alternative assessment model and either party determines, at a later date, that the use of this model is inappropriate, the traditional assessment process will be used. Barring the exceptions noted for section 12.1.18, nothing in this section shall remove the evaluator's responsibility to meet all requirements of this article.

- 12.1.20 Employees are required to sign all evaluations. The employee's signature does not necessarily indicate agreement with the evaluation, but rather that they have reviewed the evaluation. Employees are to receive a copy of their evaluations.
- 12.1.21 An employee may request a conference with the principal or designee and the Superintendent or designees when unsatisfactory ratings have been given. The conference shall be of sufficient length to cover the concerns of all parties taking part in the conference.

Section 2 – Expected Levels of Performance

- 12.2.1 Employee evaluation shall be based upon the requirements of the specific job description for the position to which he or she is assigned.
- 12.2.2 As stated in Education Code 44662, performance evaluation shall be concerned with the following, as well as with related items as set forth on the District Evaluation form:
 - 12.2.2.1 The progress of pupils towards standards of expected pupil achievement at each grade level in each area of study, as established by the Governing Board.
 - 12.2.2.2 Assessment of certificated personnel competence as it relates to the established standards.
 - 12.2.2.3 Assessment of other duties normally required to be performed by certificated employees as an adjunct to their regular assignments.
 - 12.2.2.4 Relationship and communication with colleagues, students, parents and administrators.
 - 12.2.2.5 The instructional techniques and strategies used by the employee.
 - 12.2.2.6 The employee's adherence to curricular objectives.
 - 12.2.2.7 The establishment and maintenance of proper control and a suitable learning environment to the extent possible under existing conditions.
- 12.2.3 The "pupil learning" section of the evaluation form shall not be based solely on any single measure of student achievement.

Section 3 – Public Complaints

- 12.3.1 No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature, which has been received by the evaluator from students, parents, and/or individuals unless the following procedures have been followed:
 - 12.3.1.1 If a complaint is deemed to have substance, it shall be reported to the unit member by his/her supervisor within 15 working days unless dictated otherwise by law enforcement.
 - 12.3.1.2 Should the involved unit member and/or the administrator believe the allegations in the complaint warrant a meeting, the immediate supervisor or designee shall attempt to schedule a meeting between the unit member and the complainant. At the request of the unit member, an Association representative shall be present at the meeting. It is recognized that a

complainant may not desire to attend the meeting; if this occurs, there will be a discussion between the responsible administrator and the employee.

12.3.2 Complaints which are anonymous, withdrawn, or shown to be without substance shall neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.

12.3.3 A letter of reprimand resulting from a student, parent, or individual complaint shall not be written before the involved unit member has been given the opportunity to meet with the administrator and discuss the complaint.

12.3.4 A letter of reprimand resulting from a student, parent, or individual complaint may be grieved.

ARTICLE XIII

13. SAFETY

Section 1 – Personal Assault or Abuse

13.1.1 Any incident of assault or abuse directed at any unit member or school property while the unit member is in discharge of school duties shall be immediately reported to an administrator or designee.

Section 2 – Discipline

13.2.1 Per Education Code 48910, a teacher may suspend a student from his/her class for good cause for two (2) days (the day of the suspension and the following one (1) day). The unit member shall send the student to the principal or designee for appropriate action. The unit member must notify the parent of this action within 24 hours.

13.2.2 Per Education Code 49001, no person shall inflict or cause to be inflicted corporal punishment upon a pupil.

Section 3 – Responsibility/Reporting

13.3.1 Any school employee who has knowledge of or observes a child in his or her professional capacity or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse must report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

Section 4 – Safety Conditions

13.4.1 The District agrees to provide a safe and secure working environment for each member of the bargaining unit.

13.4.2 The District shall attempt to correct unsafe conditions.

Section 5 – Working Conditions

13.5.1 Each site will strive to provide the following:

1. A faculty lounge.
2. An adequate number of faculty restrooms.

3. Necessary personal breaks.
4. A confidential telephone.
5. Basic first aid supplies for each classroom as determined by the District. Employees will notify the school office when supplies need to be replenished or replaced.
6. Telephone or two-way radio in each classroom. Effective July 1, 2017, employees will have a two-way radio while out on yard duty. Two-way radios will be maintained in a reasonable accessible location.

Section 6 – Lockable Space

- 13.6.1 The District will provide each unit member, upon request, lockable space within the vicinity of his/her classroom/office for storage of necessary small personal belongings such as purses or briefcases.

ARTICLE XIV

14. GRIEVANCE PROCEDURE

Section 1 – Purpose

- 14.1.1 This grievance procedure is intended to resolve alleged violations of this Agreement at the lowest possible level.
- 14.1.2 Informal discussion of problems and a continuing interchange of views between employees and their immediate administrators is encouraged. The parties should attempt to resolve differences or dissatisfactions as soon as possible.
- 14.1.3 The Association shall have the right to be present at all levels of the informal and formal grievance procedure.

Section 2 – Definitions

- 14.2.1 A “Grievance” is an allegation by the Association or by one or more employees that there has been a violation, misinterpretation or misapplication of a provision of the Agreement that adversely affects a member of the bargaining unit.
- 14.2.2 An “aggrieved person” is the person or persons, including the Association or representative thereof, making the claim.
- 14.2.3 An “involved administrator” is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 14.2.4 A “day”, unless otherwise defined, is a day the bargaining unit employee is required to be on duty.
- 14.2.5 The Grievance Procedure shall include:
- 14.2.5.1 Informal Resolution of Problems
Step 1: Resolution at lowest level of administration possible
 - 14.2.5.2 Formal Written Procedure
Step 1: Formal written grievance to the site administrator
Step 2: First appeal procedure to the Associate Superintendent of Human Resources
Step 3: Second appeal procedure to the Superintendent

Step 4: Arbitration

14.2.5.3 Appellate Procedure to the Superior Court

Section 3 – Miscellaneous

- 14.3.1 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. The Association shall be notified of any written decision made by the District in response to a formal written grievance filed at any level.
- 14.3.2 The District shall simultaneously send copies of all formal District responses to the Association Grievance Chair and aggrieved person for review and response.
- 14.3.3 All written material used in processing a grievance shall be kept in a separate grievance file and not in anyone's personnel file.
- 14.3.4 Time limits may be modified by mutual agreement of the parties.
- 14.3.5 Participants in the grievance procedure shall not be treated in a manner which is arbitrary, capricious, discriminatory or punitive.
- 14.3.6 If a grievance is filed following the informal resolution process it shall be initiated and attempted to be resolved at the lowest level which is relevant to the origin of the grievance.

Section 4 – Informal Resolution of Problems

- 14.4.1 The aggrieved person should initiate the informal grievance procedure as soon as possible using the Informal Resolution Form, but in no case shall the Informal Resolution Form be submitted more than thirty (30) days from the date of the occurrence giving rise to the grievance. Failure to submit the Informal Resolution Form to the involved administrator and the Association representative within thirty (30) days from the occurrence shall result in the waiver of the right to file the grievance.
- 14.4.2 When an employee has a complaint, he or she shall request a conference with the lowest level of administration capable of resolving the complaint. The employee shall have the right to have a representative from the association present.
- 14.4.3 Upon request, the administrator shall grant the aggrieved person at least one conference within ten (10) days of receipt of the request.
- 14.4.4 Additional conferences may be held, prior to initiation of Step 1 if it appears that resolution of the complaint may be achieved by informal means.
- 14.4.5 By mutual agreement between the Association and the District, both the aggrieved person and the administrator may invite other persons to conferences.
- 14.4.6 If the Associate Superintendent for Human Resources was present at either the Informal Resolution meeting or the Step 1 meeting, with concurrence from the Association, the Associate Superintendent for Human Resources may refer the grievance to Step 3.
- 14.4.7 The involved administrator handling a grievance shall provide a verbal decision to the aggrieved person within ten (10) days of the first conference (see 14.4.3 above). If the aggrieved person deems the response unsatisfactory, the grievance may be taken to the formal written procedure, if the response is in violation of the contract, the Association has the right to take the grievance to the Formal Written Procedure, Step 1.

Section 5 – Formal Written Procedure – Step 1

14.5.1 Within ten (10) days from the date of the administrative decision (see Section 14.4.7 above), the aggrieved person may file a grievance in writing with the site administrator.

14.5.2 A formal written grievance must contain:

1. The specific section(s) of the agreement that are alleged to have been violated,
2. The specific actions that allegedly violate the agreement,
3. The date(s) the alleged violation(s) occurred,
4. The specific remedy requested by the aggrieved person, and
5. The signature of the Association President or Grievance Chair

14.5.3 A grievance that does not contain all necessary information will be returned to the Association President or Grievance Chair.

14.5.4 The involved administrator shall hold a meeting with the aggrieved person who may have a representative of the Association present. The administrator may have a member of the administration present. By mutual agreement between the Association and the District, others may attend who may be of help in resolving the grievance.

14.5.5 The involved administrator shall respond in writing to the grievance within ten (10) days. If the aggrieved person deems the response unsatisfactory, the grievance may be taken to Step 2. If the response is in violation of the contract, the Association has the right to take the grievance to Step 2.

Section 6 – First Appeal Procedure – Step 2

14.6.1 If the grievance has not been resolved at Step 1, the aggrieved person, within ten (10) days after completion of Step 1, may submit the written grievance to the Associate Superintendent of Human Resources.

14.6.2 The Associate Superintendent for Human Resources shall hold a meeting with the aggrieved person who may have a representative of the Association present. The Associate Superintendent for Human Resources may have a member of the administration present. By mutual agreement between the Association and the District, others may attend who may be of help in resolving the grievance.

14.6.3 A response in writing shall be transmitted to the aggrieved person within ten (10) days, if the aggrieved person deems the response unsatisfactory, the grievance may be taken to Step 3. If the response is in violation of the contract, the Association has the right to take the grievance to Step 3.

Section 7 – Second Appeal Procedure – Step 3

14.7.1 If the grievance has not been resolved at Step 2, the grievance may be submitted to the Superintendent within ten (10) days after completion of Step 2.

14.7.2 Upon request by either the Superintendent or the Association, the Superintendent shall hold a meeting with the designated Association Representative and/or the aggrieved person who may have a representative of the Association present. The Superintendent may have a member of the administration present. By mutual agreement between the Association and the District, others may attend who may be of help in resolving the grievance.

14.7.3 The Superintendent's written response shall be transmitted to the aggrieved person within ten (10) days. If the Superintendent does not respond within the ten (10) days, or if the aggrieved person

deems the response unsatisfactory, the grievance may be taken to Step 4. If the response is in violation of the contract, the Association has the right to take the grievance to Step 4.

Section 8 – Arbitration – Step 4

- 14.8.1 If the grievance has not been resolved at Step 3, the aggrieved person may request in writing that the Association submit it to arbitration within ten (10) days after completion of Step 3.
- 14.8.2 If the Association chooses to go to arbitration, the procedure to select an arbitrator shall commence within ten (10) days. The District's representative and the aggrieved person shall attempt to reach agreement on an arbitrator. If such agreement is not reached, the State Conciliation Service shall be requested to supply a list of seven (7) names. The arbitrator shall then be selected by the alternate striking method. By a coin flip, either the Association or the District, shall decide which side shall strike first. Either party shall have the right to reject any list in its entirety and request a new list, prior to commencing the striking procedure.
- 14.8.3 The arbitrator shall review the grievance and if necessary hold a hearing. The arbitrator shall issue a decision within thirty (30) calendar days. The decision shall be final and binding on both parties.
- 14.8.4 Each party shall bear expenses of its representatives and witnesses. The fee, if any, for the arbitrator and any other expenses connected with a formal hearing shall be borne equally by both parties.

Section 9 – Appellate Procedure

- 14.9.1 Notwithstanding any other provisions of Article XII, either party may appeal the decision of the arbitrator to the Superior Court. The appeal shall be pursuant to Code of Civil Procedure Section 1094.5 (Writ of Administrative Mandamus). The court, on review, shall exercise its independent judgment on the evidence. In exercising its independent judgment the court shall not defer to the decision of the arbitrator.
- 14.9.2 The grounds for appeal shall be limited to one or more of the following:
1. The award was procured by corruption, fraud or other undue means;
 2. There was corruption in any of the arbitrators;
 3. The rights of such party were substantially prejudiced by misconduct of a neutral arbitrator;
 4. The arbitrators exceeded their powers and the award cannot be corrected without affecting the merits of the decision upon the controversy submitted;
 5. The rights of such party were substantially prejudiced by the refusal of the arbitrators to postpone the hearing upon sufficient cause being shown therefore or by the refusal of the arbitrators to hear evidence material to the controversy or by other conduct of the arbitrators contrary to the provisions of this title (Title 9 California Code of Civil Procedure);
 6. The arbitrator made a material error of law;
 7. The award would require the district to expend more than \$30,000 in any one fiscal year.
- 14.9.3 If a party appeals the decision of the arbitrator, it shall notify the other party in writing no later than twenty (20) calendar days after receipt of the arbitrator's decision and shall file a Writ of Mandate in Superior Court no later than thirty (30) calendar days after receipt of the arbitrator's decision.
- 14.9.4 Nothing herein shall exclude the right of the Association to appeal the District's interpretation of the arbitrator's award.

Section 10 – Authority

- 14.10.1 The arbitrator shall have no power to add to, to subtract from or to change any of the terms or provisions of this Agreement. Jurisdiction shall extend solely to claims of violations of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement.

Section 11 – Time Limits

- 14.11.1 Time limits provided for each level shall begin the day following receipt of the grievance appeal or written decision.
- 14.11.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 14.11.3 If a grievance is filed at such a time that it cannot be processed through all the steps in this procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, the delay could result in harm to an aggrieved person, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.

ARTICLE XV

15. ASSOCIATION SECURITY

- 15.1 The District and LUTA agree to comply with all applicable laws in regard to agency fee.

ARTICLE XVI

16. ASSOCIATION RIGHTS

- 16.1 The Association shall have the right to use the school building facilities provided that they are not otherwise in use, and provided that the site principal has been notified reasonable in advance.
- 16.2 By arrangement the Association may use typewriters, computers, or other duplicating equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. Such equipment may be used for Association business only. The Association shall reimburse the District for the use of consumable supplies or provide its own.
- 16.3 The Association shall have the right to post official Association business notices on an Association bulletin board. Adequate bulleting board space shall be provided at each school site in areas frequented by bargaining unit employees.
- 16.4 The Association shall have the right to use the District mail service, e-mail and mail boxes to transmit official business communication to unit employees.
- 16.5 A copy of materials posted on bulletin board or transmitted through the school mail on a unit wide basis shall be transmitted to a designated District official.
- 16.7 Authorized representatives of the Association shall be permitted to transact official business of the Association on school property at reasonable times. The authorized representative(s) shall check in at the school site office prior to carrying out his/her official business.
- 16.8 The District shall give the Association a list of all unit employees and their duty site no later than September 15 of each school year.

- 16.9 Negotiating sessions between the Association representatives and the District representative will be scheduled at times mutually agreed upon. The District shall provide release time for five (5) members of the Association to negotiate with the District's representatives.
- 16.10 Upon appropriate written authorization from an employee, the District shall deduct official Association dues from his or her monthly (or tenthly) pay and remit such dues to the designated Association agency.
- 16.11 The District shall make other payroll deductions for mutually approved programs when authorized by the employee.
- 16.12 The Association and its representatives may use annually a maximum of eleven (11) full days or twenty-two (22) half days of released time in the administration of this Agreement, in addition to time granted for District-Association liaison.
- 16.13 The Association President shall have up to forty (40) days release time per school year for Association business. The Association shall reimburse the District for the substitute's pay.
- 16.14 The Association shall be allocated twenty (20) days of leave annually for use by Association members who participate in official Association functions. The Association shall reimburse the District within thirty (30) days of being billed for the cost of substitutes for the days used.
- 16.15 The District shall provide the Association President with one (1) copy of Governing Board meeting agendas.
- 16.16 Upon request, the District shall furnish the Association President with the current placement of unit members on the current salary schedule (scattergram of unit members at each step and class) and scattergram projections for the coming year.
- 16.17 The rights and privileges of the Association and its representatives as set forth in this Agreement, shall be granted only to the Association as the exclusive agent of the employees in the unit.
- 16.18 The Association shall submit to the District office within thirty (30) days after adoption of this Agreement by the parties the following information:
1. Name, mailing address, and telephone number of the Association;
 2. Name and mailing address of each area, state, or national organization with which the Association is affiliated;
 3. Names, mailing addresses, and telephone numbers of the officers and representatives authorized to represent the Association.
- 16.19 Upon request, the District shall provide to LUTA the name and addresses of retirees annually by October 1st.
- 16.20 Upon request, LUTA shall provide to the District the name and addresses of retirees annually by October 1st.
- 16.21 In many instances including, but not limited to, grievance procedures and disciplinary matters, employees have the right to a designated representative from the association present.

ARTICLE XVII

17. MANAGEMENT RIGHTS AND DISTRICT POWERS

- 17.1 It is understood and agreed that the District retains all of its powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the method, means and services to be provided; establish the educational philosophy and the goals and objectives; ensure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operations; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenues; and contract out work, provided such work shall not reduce the current number of employees in the bargaining unit. In addition, the District retains the right to hire, assign, evaluate, promote, dismiss and discipline employees, and to take action on any matter in the event of an emergency.
- 17.2 The exercise of the foregoing powers, right authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specific and express terms are in conformity with the laws of the State of California. A dispute between District policies, rules, regulations and practices and specific terms of this Agreement shall be subject to the grievance procedure.
- 17.4 The District will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.
- 17.5 The District retains its rights to take whatever action it deems necessary to protect the safety and welfare of students and personnel in an emergency situation resulting from, but not limited to, the following catastrophic events: flood, fire or earthquake.

ARTICLE XVIII

18. CONCERTED ACTIVITIES

- 18.1 It is agreed and understood that there will be no strike, work stoppage, slowdown or other interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement. The District will not participate in lock-out activities during the term of this Agreement.
- 18.2 The Association recognizes the duty and obligation of the representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by employees who are represented by the Association, the Association agrees to advise and direct those employees to cease such actions. It is agreed and understood that any employee violating this Article may be subject to discipline or discharge by the District. The District agrees that the above applies to lock-out activities by the District's management.
- 18.3 It is understood that the District shall be entitled to withdraw any privileges or services provided for in this Agreement or in District policy of any employee or employee organization that violates this Agreement.
- 18.4 The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet-and-negotiate process. It is agreed that the Association and the District will support this Agreement for its term and will not appear before any public bodies to seek change or improvement in any matter subject to the meet-and-negotiate process, except by mutual agreement of

the District and the Association. The foregoing is not applicable to legislative advocacy, or to the seeking of judicial relief by the parties.

ARTICLE XIX

19. FACULTY ASSISTANCE PROGRAM (FAP)

The Lincoln Unified Teachers Association (LUTA) and the Lincoln Unified School District (District) are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of a program to improve the quality of instruction through professional development and peer-assistance. The District and LUTA have established a Faculty Assistance Program (FAP) to provide assistance to district staff. Permanent teachers will be assisted by Consulting Teachers (CT's) through the Peer Assistance and Review (PAR) component of the program. New staff will be assisted by Consulting Teachers through the Teacher Support Program (TSP) component of the program. Each year the District will identify priority areas where consulting teachers are needed.

Section 1 – The Peer Assistance and Review Program (PAR)

19.1.1 PAR Committee

- 19.1.1.1 The PAR Program will be administered by a PAR Committee consisting of seven (7) members, three (3) of whom will be administrators selected by the District, and four (4) of whom will be certificated classroom teachers selected by the LUTA Representative Council. Selection of these PAR Committee members will be made by mid March. The LUTA Representative Council and the District shall each select an alternate to serve when the PAR Committee member is the evaluator of the Referred Participating Teachers (RPT) or when a PAR Committee member is unable to serve due to extended illness or leave.
- 19.1.1.2 The teacher members of the PAR Committee shall have the same qualifications as Consulting Teachers (See Section 19.1.2). PAR Committee teacher members may also serve as a CT for TSP.
- 19.1.1.3 The PAR Committee will be chaired in the first year by a teacher member of the PAR Committee selected by the teacher members of the PAR Committee. The following year, the PAR Committee chair will be an administrator member of the PAR Committee selected by the administrative members of the PAR Committee. Thereafter the chairperson will rotate on an annual basis between an administrator member and a teacher member of the PAR Committee unless the PAR Committee unanimously votes to waive the rotation process for that year.
- 19.1.1.4 The PAR Committee shall establish its own meeting schedule at times and places, as they shall mutually determine. The PAR Committee shall meet not less than six (6) times in a given year. The Committee shall select a chairperson and determine the number of Voluntary Participating Teachers entering the PAR process.
- 19.1.1.5 All seven (7) members of the PAR Committee must be present for action to be taken.
- 19.1.1.6 PAR Committee meetings shall be conducted during the regular school day. Teachers who are members of the PAR Committee shall be released from their regular duties to attend meetings without loss of pay or benefits. Active teacher members of the PAR Committee will receive a stipend for a year of service equivalent to one day of pay at the long-term substitute pay rate. The teacher chair shall receive compensation at the same rate as the CT's.

- 19.1.1.7 The PAR Committee members shall select a recording secretary from among their committee members for the purpose of taking minutes. Minutes shall include only the date, time, attendance, actions, and votes taken during the meeting. The recording secretary shall leave the minutes with the PAR Committee chairperson.
- 19.1.1.8 The PAR Committee shall be assisted by a clerical secretary selected by the District to provide secretarial and clerical support to the PAR Committee and the Consulting Teachers as needed. The clerical secretary shall be supervised by the Associate Superintendent of Human Resources and given direction by the PAR Committee chair.
- 19.1.1.9 All business and action of the PAR Committee shall be conducted during scheduled PAR Committee meetings. All votes of the PAR Committee shall be conducted by secret ballot. The ballots will be counted at the time of the meeting by an administrator member and a teacher member of the PAR Committee. The results shall be reported to the PAR Committee at the same meeting as the vote was taken.
- 19.1.1.10 PAR Committee members may participate in training opportunities in areas such as but not limited to team building, verbal skills, adult learning theory, due process, PAR, BTSA (Marian Bergeson Beginning Teacher Support and Assessment System), and systematic observation techniques. The PAR Committee members must agree by a supermajority vote of at least 5 to 2 to the training in which members should participate.
- 19.1.1.11 The PAR Committee shall be responsible for the following:
- 19.1.1.11.1 Reviewing the evaluation of all PTs.
 - 19.1.1.11.2 Establishing a pool of two (2) to five (5) eligible Consulting Teachers for each Participating Teachers. The Consulting Teachers shall be selected from a previously established list developed by the Recommendation Committee and selected and approved by the board.
 - 19.1.1.11.3 The pool of two to five CTs shall be presented to the PT by one PAR Committee administrator member and one PAR Committee teacher member. These two PAR Committee members shall usually not be from the PT's site. Should a conflict exist, a nonmember of the PAR Committee may be appointed by the PAR Committee to take the place of one of the two PAR Committee presenters.
 - 19.1.1.11.4 The PT will prioritize the CTs in the pool presented to them.
 - 19.1.1.11.5 The presenting PAR Committee members shall submit the prioritized list of CTs and the signed Authorization for Release of Confidential Personnel Records form to the PAR Committee chair for final assignment and notification by the PAR Committee.
 - 19.1.1.11.6 The PAR Committee chair shall notify the PTs, CTs, and the PT's evaluator of the final pairing. An administrator member of the PAR Committee shall give the site evaluator a copy of the signed form (See 19.1.1.11.5).
 - 19.1.1.11.7 The PAR Committee chair will submit a list of nonassigned PAR CTs to Human Resources to be notified that they have been reassigned to serve as CTs for TSP.
 - 19.1.1.11.8 Reviewing and approving the initial assistance plan for each RPT. Listening to oral reports and reviewing written interim reports offered by Consulting

Teachers regarding the progress being made as outlined and defined in the referred teacher's assistant plan. These written interim reports will remain with the PAR Committee and will not be placed in the Referred Participating Teacher's personnel file.

- 19.1.1.11.9 Reviewing the final report prepared by the Consulting Teacher. The Consulting Teacher's final report will be placed in the Referred Participating Teacher's personnel file.
 - 19.1.1.11.10 Forwarding the name of each participating teacher to the Superintendent for the Governing Board with the statement "After sustained assistance, was able to demonstrate satisfactory improvement" or "After sustained assistance, was not able to demonstrate satisfactory improvement." The vote will be taken by secret ballot. The overall vote associated with the statement shall be forwarded to the Superintendent.
 - 19.1.1.11.11 Selecting a training program for each consulting teachers. The selection will be determined by a super majority vote of 5 to 2. In the first year, the training program will include BTSA and possibly other training opportunities agreed upon by the PAR Committee.
 - 19.1.1.11.12 Preparing an annual review of the impact of the PAR Program, including recommendation for improvement. The annual review report will be given to the District and LUTA.
 - 19.1.1.11.13 Sending written notification of participation in the PAR Program to all Participating Teacher(s), the Consulting Teacher(s), and the site administrator(s)/evaluator(s).
 - 19.1.1.11.14 Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
 - 19.1.1.11.15 PAR Funding will be the source of revenue to compensate teacher members of the PAR Committee, Consulting Teachers, training programs, release time, materials and other resources deemed necessary by the PAR Committee for a successful PAR program. Not more than 5% of the PAR budget will be used for administrative expenses. Any remaining funds may be used in support of the Teacher Support Program (TSP) part of the Faculty Assistance Program (FAP) and other assistance for new teachers. The PAR Committee will refrain from taking any actions which exceed the annual PAR funding provided by the state as reflected in the annual budget approved by the Governing Board.
- 19.1.1.12 The Associate Superintendent of Human Resources shall keep a permanent record of the following: (1) relevant contract language/side letters; (2) PAR budget; (3) letters of notification of participation in the PAR program; (4) PAR meeting minutes with date, time, members present, and action taken; (5) list of all eligible consulting teachers; (6) RPT ranking of consulting teachers; (7) authorization for release of confidential personnel records; (8) training materials; and (9) letters of notification of final vote regarding satisfactory improvement.
- 19.1.1.13 All proceeding and materials related to evaluations, reports and other personnel matters shall be held strictly confidential by the PAR Committee members, Consulting Teachers, and participants in the PAR program with the understanding that the District may use materials contained in the personnel file as permitted by law.

- 19.1.1.14 If observations are performed by administrative members of the PAR committee, these observations shall be shared with the entire PAR Committee.

19.1.2 Consulting Teachers (CTs)

- 19.1.2.1 A Consulting Teacher (CT) in the PAR program is a teacher who provides assistance to a Participating Teacher. A CT shall have the following minimum qualifications:

1. Holds a valid California teaching credential.
2. Has achieved permanent status as a teacher in the Lincoln Unified School District. Note: must be permanent when applying.
3. Has a minimum of five (5) years recent classroom instructional experience.
4. Shall not have an evaluation with a “needs improvement” or “unsatisfactory” rating within the previous two years.
5. Has demonstrated exemplary teaching ability, as indicated by:
 - Effective communication skills
 - Mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.

- 19.1.2.2 Each CT applicant must submit an application to the Human Resources Office. All eligible applicants' names and applications shall be forwarded to the Recommendation Committee for consideration. Applicants recommended by the Recommendation Committee will be forwarded to the Board of Trustees for possible selection. The Board of Trustees will select Consulting Teachers for the Faculty Assistance Program (FAP). After CTs for the PAR program have been selected, the remaining eligible teachers will become CTs for TSP. (See TSP 19.2.2)

- 19.1.2.3 The Associate Superintendent for Human Resources shall forward the CT applications of all eligible applicants (teachers in the board-approved pool of consulting teachers) to the PAR Committee.

- 19.1.2.4 All finalists shall be observed by two members of the PAR Committee consisting of a District member and a teacher member. CTs shall be selected by the PAR Committee following classroom observations. Observations of CTs by two members of the PAR Committee within the last three years shall satisfy this requirement.

- 19.1.2.5 All applications shall be treated with confidentiality.

- 19.1.2.6 A CT shall be provided release time as needed. In addition to the regular salary CTs shall receive a stipend as follows: \$2,000 per participating teacher per school year not to exceed \$4000.

- 19.1.2.7 If training is held outside the regular school calendar year, the CT shall receive compensation at the short-term substitute rate.

- 19.1.2.8 CTs will participate in a PAR training program as specified by the PAR Committee. Participation in other training opportunities may be necessary as determined by the needs of the PT/RPT. Training opportunities are subject to approval by the PAR Committee.

- 19.1.2.9 CTs shall have the responsibility for no more than two (2) Participating Teachers. CTs shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring,

or by other activities, which, in their professional judgment, will assist the Participating Teacher.

- 19.1.2.10 The pairing of the CT and the Participating Teacher is subject to the approval of the PAR Committee.
- 19.1.2.11 The PAR Committee will develop a list of the CTs who may be paired with each Participating Teacher. The CTs shall, whenever possible, have taught at least two years in the same grade span or subject area taught by the Participating Teacher. CTs may also disqualify themselves from working with a specific Participating Teacher. CTs will have the option to disqualify themselves prior to their identity being disclosed to the Participating Teacher. The PT will prioritize the CTs in the pool presented to them (Section 19.1.1.11.2).
- 19.1.2.12 The CT will arrange a meeting with the Referred Participating Teacher (RPT) and evaluator to discuss the PAR Program, review the most recent evaluation of the RPT, develop the assistance plan, establish planned steps to improvement, and develop a process for determining successful completion of the PAR Program. The CT may observe the Participating Teacher before the development of the assistance plan. Based on these discussions and possible classroom observation of the Participating Teacher, the CT will prepare an assistance plan for the PT which will list the steps for improvement.
- 19.1.2.13 The assistance plan shall be submitted to the PAR committee for approval. If the plan is not approved by the PAR Committee, the Committee will consult with the CT, RPT, and evaluator about recommendation for needed changes. Adjustments to the plan may be made during the year.
- 19.1.2.14 As part of the improvement process, the CT shall conduct multiple observations of the Participating Teacher during classroom instruction. Some observation will be scheduled and shall have both pre-observation and post-observation conferences. Some observations will be unscheduled with only a post-observation conference. At least three observations will be unscheduled with only a post-observation conference.
- 19.1.2.15 The CT shall monitor the progress of the Participating Teacher and shall provide at least three written interim reports and updated contact logs (the log is limited to date and type of contact no content necessary) to the Participating Teacher and the PAR Committee for discussion and review. These written interim reports will remain with the PAR Committee and will not be placed in the referred teacher's personnel file.
- 19.1.2.16 The CT for a VPT shall present updated contract logs at least three times during the year to the VPT and the PAR Committee.
- 19.1.2.17 The CT shall continue to provide assistance to the Participating Teacher until he or she concludes that the teaching performance of the Participating Teacher is satisfactory or that further assistance will not be productive.
- 19.1.2.18 The CT shall prepare a final report. The final report shall detail the progress or lack of progress made by the Participating Teacher and the current skill level of the Participating Teacher. The final report, at a minimum, will address each area of the previous evaluation, which was marked below meets/exceeds District standards.
 - 19.1.2.18.1 A Copy of the CT's report shall be submitted to the Referred Participating Teacher for signature by the PAR Joint Committee Chair before it is submitted to the PAR Committee. The Participating Teacher's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report.

19.1.2.18.2 The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report.

19.1.2.19 The final report will be shared with the PAR Committee and evaluator of the participating teacher. The Participating Teacher shall have the right to request a meeting with the PAR Committee and the CT, and to be represented at this meeting by the Association representative of his or her choice who is not a PAR Committee member. This request for a meeting shall be made to the PAR Committee chairperson.

19.1.2.20 The final report of the Referred Participating Teacher's participation in the PAR Program shall be placed in his or her personnel file. All materials related to evaluations, reports, and other personnel matters in the PAR program shall be kept confidential by the PAR Committee members, with the understanding that the district may use materials contained in the personnel file as permitted by law.

19.1.3 Participating Teachers (PT)

19.1.3.1 For the purposes of the PAR process, a teacher shall include all permanent certificated employees of the bargaining unit as defined in Article I. A Referred Participating Teacher (RPT) is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an overall unsatisfactory final evaluation or by receiving an unsatisfactory rating in at least two (2) of the five (5) following instructional and professional responsibilities:

1. Subject Matter Competence
2. Classroom Climate
3. Delivery of Instruction
4. Lesson Planning
5. Pupil Learning

See Section 19.1.3.6 for length and terms of participation in PAR.

19.1.3.2 A Volunteer Participating Teacher (VPT) is a teacher with permanent status who volunteers to participate in the PAR program. Up to three (3) permanent teachers may be approved by the PAR Committee to enter the PAR process as a VPT. Prospective VPTs will submit their application to the PAR Committee by April 30. If a permanent teacher is reassigned to teach in a new grade level or subject after the April 30th date, the teacher may request to enter the PAR process as a VPT. The VPT may terminate his or her participation in the PAR program at any time. The intent of voluntary participation is not to circumvent the mandatory aspect of the program. Therefore, a VPT shall be referred to the PAR process on a mandatory basis as determined by their annual evaluation.

19.1.3.3 All communication between the CT and a VPT shall be confidential and should not be shared with others, including the site principal and/or the evaluator, without the written consent of the VPT.

19.1.3.4 The Participating Teacher shall prioritize his/her choices from a list of CTs provided by the PAR Committee in accordance with Section 19.1.2.11 above.

19.1.3.5 The Final report of the CT shall be placed in the personnel file of the RPT. The RPT shall have the right to reply to the final report and said reply shall be appended to the report.

- 19.1.3.6 It is anticipated that a RPT will usually stay in the PAR Program for no more than one school year. RPTs may, under special circumstances, be required to remain in the program for a longer period of time if deemed necessary and approved by a unanimous vote of the PAR Committee or if a new evaluation requires the employee to participate again. However, a RPT will only be served for a maximum of two year in any five-year period. Voluntary participation in the PAR program shall not count against the two year maximum.
- 19.1.3.7 The Participating Teacher shall have the right to request a meeting with the PAR Committee and to be represented at this meeting by an Association representative of his or her choice who is not a committee member. The request for a meeting shall be made to the PAR Committee chairperson.
- 19.1.3.8 Any concerns the RPT or VPT has regarding their assistance plan, their consulting teacher, or the PAR Program, shall be directed to the Joint Committee Chairperson.
- 19.1.3.9 The evaluator of a RPT will forward to the CT copies of written documents sent to the Participating Teacher if approved by the Participating Teacher on the release of information form (See Authorization for Release Form-Appendix J).

Section 2 – Teacher Support Program (TSP)

19.2.1 The TSP part of FAP

- 19.2.1.1 Purpose: The primary function of a CT in the Teacher Support Program (TSP) is to provide assistance and guidance to new certificated staff; however, the TSP may also provide assistance to more experienced staff. In addition, CTs may participate in staff development and curriculum activities.
- 19.2.1.2 Each CT applicant must submit an application to the Human Resources Office. All eligible applicants' names and applications shall be forwarded to the Recommendation Committee for consideration. Applicants recommended by the Recommendation Committee will be forwarded to the Board of Trustees for possible selection. The Board of Trustees will select CTs for the Faculty Assistance Program (FAP). After CTs for the PAR program have been selected, the remaining eligible teachers will become CTs for TSP.
- 19.2.1.3 Funding for the implementation of TSP is dependent upon sufficient funds from the PAR program.
- 19.2.1.4 Duties and Responsibilities: CTs may have the following responsibilities:
- 19.2.1.4.1 Present their areas of expertise to new and continuing teachers;
 - 19.2.4.4.2 Provide needed assistance to new teachers;
 - 19.2.4.4.3 Model effective instruction;
 - 19.2.4.4.4 Observe and give feedback;
 - 19.2.4.5.5 Organize peer observations;
 - 19.2.4.5.6 Organize and/or deliver professional development opportunities.
- 19.2.1.5 Length of Service: A CT selected for the (FAP) program will serve a term of one (1) year, which may be renewed annually by the Governing Board for up to three (3) years. CTs may apply for additional terms.
- 19.2.1.6 A CT shall be provided release time as needed, in addition to the regular salary, CT's shall receive a stipend of \$2,000 per participating teacher per school year not to exceed \$4000.

19.2.1.6.1 Effective July 1, 2003, some Sierra Middle School and Lincoln High School CTs may be given the choice of receiving the full \$4,000 stipend or 20% (of a full contract) release time if assigned two (2) participating teachers.

19.2.1.6.2 CTs choosing the stipend method shall usually have no more than two (2) BTSA teachers on their caseload. CTs assigned the 20% release time shall usually have no more than five (5) BTSA teaches on their caseload.

19.2.1.6.3 Sierra Middle School and Lincoln High School CTs will indicate their preference of receiving a stipend or having release time on their application form.

19.2.1.7 Evaluation

19.2.1.7.1 The TSP CT will provide a written report to the District Governing Board on completion of services.

19.2.1.7.2 Activities of the TSP CTs shall not be considered as part of his/her regular evaluation. However, this should not preclude any positive comments concerning performance.

19.2.1.7.3 At mutually agreed times, the TSP CTs may meet with the Superintendent or designee to assess progress of their programs.

19.2.1.7.4 TSP CTs are encouraged to report progress to appropriate staff, administrators, committees, etc.

19.2.2 Faculty Assistance Program Recommendation Committee

19.2.2.1 The teacher representation on the committee will consist of eight (8) members: four (4) teachers from the K-6/K-7-8 sites; one (1) teacher from the 7-8 site; and three (3) teachers from 9-12 sites.

19.2.2.2 One more than fifty percent (50%) of the members of the Recommendation Committee shall be certificated employees.

19.2.2.3 All certificated teachers interested in serving as members of the Recommendation Committee shall indicate their interest to the Association Representative at each site.

19.2.2.4 A three-part ballot will be developed. One part will reflect the elementary site nominees. A second part will reflect the middle school nominees. A third part will reflect nominees representing 9-12 sites. The committee will be chosen by secret ballot elections conducted by the LUTA Representative at each site. Certificated teachers will have the opportunity to vote on the part, which represents the majority of their assignment. A copy of the ballot will be forwarded to the Associate Superintendent of Human Resources.

19.2.3 Duties of the Recommendation Committee

19.2.3.1 The Recommendation Committee will review all CT applications forwarded by the Association Superintendent of Human Resources. The committee shall formulate a non-ranked list of recommended first-year CTs from the applications for consideration by the Board. In addition, all returning CTs names will be forwarded to the Board for consideration. The selection will be made by the Board the last meeting in April. A copy of the list of names forwarded to the Board shall be provided to the Superintendent and the LUTA President. When formulating their recommendation the committee shall consider, but not be limited to, the following:

19.2.3.1.1 Distribution of CTs throughout the schools.

19.2.3.1.2 The grade span and subject areas taught by the CTs

19.2.3.2 The Board of Trustees will select the group of teachers serving as CTs from the recommendations made by the Recommendation Committee at their last meeting in April.

19.2.4 Miscellaneous

19.2.4.1 The District agrees to indemnify, hold harmless and provide a defense to PAR Committee members and CTs from any lawsuit or claim of any type arising out of the performance of their duties under the PAR program as provided by the California Government Code. PAR Committee members and CTs shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to the Government Code.

19.2.4.2 Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. CTs shall continue all rights of bargaining unit members.

19.2.4.3 Tentative Timelines:

Post district priorities at all sites	February
Election of Recommendation Committee	February
CT application due	By March 15
Rep Council selection of PAR Committee Members	By mid March
Recommendation Committee meets	By mid April
Board of Trustees selects CT for FAP	Last meeting in April
New PAR Committee meets to establish PAR (Section 19.1.1)	By early May
Current PAR Committee meets to approve final reports	By mid May
New PAR Committee meets to establish new PAR pairings	By mid May

19.2.4.4 All applications and report forms related to PAR will be mutually developed by the District and LUTA.

ARTICLE XX

20. REDUCED WORKLOAD PROGRAM

As dictated by District needs for part-time employees, qualified unit members may be allowed to participate in the Reduced Workload Program.

20.1 Section 1 – Eligibility

To be eligible, the unit member must:

20.1.1 Have reached the age of fifty-five (55) prior to the reduction in workload.

20.1.2 Have been employed in a full-time position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment, as accepted by the State Teachers' Retirement System.

20.1.3 Must have reached a salary level equal to or higher than Step 12 of the teacher's salary schedule.

20.1.4 The responsibility for eligibility determination and approval for participation rests with the District.

20.2 Section 2 – Participation Requirements

20.2.1 The minimum part-time employment shall be equivalent of one-half (1/2) of the number of days of service required by the contract of employment during the last year served in a full-time certificated position. The unit member, with District approval, may work half time for the complete year or full time for a half year.

20.2.2 The unit member shall be paid a salary that is the pro rata share of the salary that would have been earned had he/she not elected to enter the Reduced Workload Program.

20.2.3 Both the unit member and the District shall contribute to the State Teachers' Retirement System in accordance with the Education Code.

20.3 Section 3 – Entitlement to Benefits. Etc.

20.3.1 During the period of participation, the unit member shall be entitled to all other rights and benefits for which payments are made that would be required if employed full time, including health benefits as provide in Section 53201 of the Government Code.

20.3.2 The unit member completing all requirements of the Reduced Workload Program shall receive a full year of service credit and of the retirement allowance, as well as any other benefits based upon the salary that would have been received if employed on a full-time basis.

20.3.3 The unit member failing to meet any of the requirements enumerated in this Article will receive only that service credit based on the ratio of earning to the earnable salary and will not receive the service credit that would have been received if employed on a full-time basis.

20.4 Section 4 – Continuing Part-Time Status

20.4.1 Unit members selected for participation in the Reduced Workload Program shall remain part-time employees for the duration of their employment in the District unless there is mutual agreement between the District and the unit member that he/she is to be reassigned to full-time employment.

ARTICLE XXI

21. ACADEMIC FREEDOM

21.1 It is the policy of the District that all instruction shall be fair, accurate, objective, and appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages.

ARTICLE XXII

22. PERSONNEL FILES

22.1 Materials in all files involving the unit member shall be made available for the employee's inspection. Such materials shall not include ratings, reports or records, which were compiled prior to the employment of the person. Unit members shall have the right to enter, and have attached to any derogatory statement, their own comments thereon.

- 22.2 Upon written request from an employee, an annual review of the employee's personnel file shall be conducted with the Superintendent or designee present and the employee present. Material related to performance evaluation may be removed only by the Superintendent or designee when it is deemed to have no permanent value. Upon authorization by a unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file.
- 22.3 Employee personnel files shall be controlled so that access is limited to those whose duties require use of such filed materials. A current list of district employees having access to personnel files shall be provided to the Association.
- 22.4 The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log with each file indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made.
- 22.5 No material kept in the employee's file may be transferred outside the district without prior review and consent of the employee.
- 22.6 Material related to performance evaluation shall be placed in the personnel file only after such material has been signed and dated by the party placing the material in the file.
- 22.7 School site personnel files shall be available for examination by an employee upon request. Within a reasonable time, an opportunity to review the file shall be scheduled. Opportunity will be provided to attach comments to any item in the file.

ARTICLE XXIII

23. CLASSROOM BUDGETS

- 23.1 The District shall ensure that TK-8 and Village Oaks High School classroom teachers receive equitable funding for their classroom budgets and not less than \$400 per school year.

The principal may allocate additional funding for classrooms that require additional supplies and shall not be capped at \$400.

Ink, toner and copy paper costs shall not be deducted from classroom budgets although principals may place restrictions on the level of copy paper use.

**TENTATIVE AGREEMENT
LINCOLN UNIFIED SCHOOL DISTRICT
AND**

**LINCOLN UNIFIED TEACHERS ASSOCIATION
RE 2021-2022 NEGOTIATIONS**

May 5, 2022

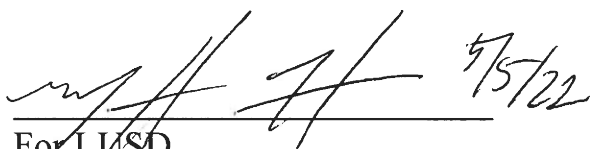

The Parties agree to conclude negotiations for the 2021-2022 school year as follows:

I. Compensation for 2021-2022

- 1) Effective July 1, 2021, the 2020-2021 base salary schedule shall be increased by 5.07% as defined by "Salary Schedule 1." Only employees in paid status on the date of Board ratification shall be paid this increase.
- 2) Provide \$2200 for induction reimbursement for teachers in Article 4.6.8 for the 2020-2021 and 2021-2022 school years. Provide up to \$4100 induction reimbursement for nurses in the 2021-2022 school year for clearing the School Nurse Services Credential. Only employees in paid status on the date of Board ratification shall be eligible for these reimbursements.
- 3) Nurses employed during the 2021-2022 school year may submit time sheets, consistent with Article 4.3.10, for extra work performed during the 2021-2022 school year that was not already time sheeted. Nurses must obtain supervisor approval for such time sheets, which must be submitted to payroll no later than May 16, 2022. Payments will be issued by June 10, 2022.

II. The Parties agree to continue successor contract negotiations commencing with the 2022-2023 school year, as well as existing MOU's and those that sunset on June 30, 2022.

The Parties agree that this Tentative Agreement is subject to ratification by the Association and approval by the Board of Trustees.


For LUSD
Nicole Merolla



For LUTA
5/5/22


Christine Salke



9:06 PM





Kadi Colett

Brooke E. Re

Appendices

APPENDIX A

Lincoln Unified School District 2021-2022 CERTIFICATED SALARY SCHEDULE						
	A A(AB)	B B(AB+15)	C C(AB+30)	D D(AB+45)	E E(AB+60)	F F(AB+75)
1	\$54,902	\$55,098	\$55,404	\$55,710	\$56,018	\$56,786
2	\$55,098	\$55,404	\$55,710	\$56,018	\$56,786	\$59,395
3	\$55,404	\$55,710	\$56,018	\$56,786	\$59,395	\$62,004
4	\$55,710	\$56,018	\$56,786	\$59,395	\$62,004	\$64,613
5	\$56,018	\$56,786	\$59,395	\$62,004	\$64,613	\$67,224
6	\$56,786	\$59,395	\$62,004	\$64,613	\$67,224	\$69,831
7	\$59,395	\$62,004	\$64,613	\$67,224	\$69,831	\$72,441
8	\$62,004	\$64,613	\$67,224	\$69,831	\$72,441	\$75,205
9	\$64,613	\$67,224	\$69,831	\$72,441	\$75,205	\$77,966
10			\$72,441	\$75,205	\$77,966	\$80,728
11				\$77,966	\$80,728	\$83,491
12					\$83,491	\$86,251
13						\$89,014
14						\$90,037
15						\$91,059
16						\$92,084
17						\$93,107
18						\$94,132
19						\$95,151
20						\$96,431
21						\$97,709
22						\$98,989
23						\$100,523
24						\$102,059
25						\$103,594
26						\$106,702

185 contracted days

Master's Degree = Additional \$1,000 annually

Doctorate Degree = Additional \$1,200 annually

Psychologists and Behavioral Specialist shall have their salary placement multiplied by a factor of 1.15

Language, Speech and Hearing shall have their salary placement multiplied by a factor of 1.15

7th & 8th grade teachers at K-8 sites shall have their salary placement multiplied by a factor of 1.05

Nurses shall have their salary placement multiplied by a factor of 1.10

Special Education teachers shall receive an additional \$1,000 above their normal position on the salary schedule

District will grant up to eleven (11) years of transfer credit. Therefore, the maximum step placement for new employees is "Step 10/12".

All transfer credit must be earned in the last fifteen (15) years

Revised July 10, 2013-additional 3 days-1.62%

Revised May 14, 2014-additional 5.47%

Revised March 11, 2015-additional 5.00% retro to 7/1/14

Revised January 13, 2016 -additional 3.1% retro to 7/1/15

Revised June 14, 2017 -additional 2.5% retro to 7/1/16

Revised May 22, 2019 -additional 3.5% retro to 7/1/18

May 22, 2019 - no change to salary schedule - additional 2.63% applied to health cap

Revised 5.18.22 increased 5.07% retro to 7/1/21

APPENDIX B
LINCOLN UNIFIED SCHOOL DISTRICT
EXTRA DUTY PAY SCHEDULE

If the district chooses to appoint employees to serve in the positions delineated below, the following stipends shall apply:

Sport	A	B	C
Badminton M	2,247	2,386	2,525
Badminton W	2,247	2,386	2,525
Baseball (varsity)	3,034	3,174	3,312
Baseball (asst.)	1,879	2,013	2,156
Baseball (soph)	2,478	2,615	2,754
Baseball (frosh)	2,199	2,333	2,478
Basketball (varsity) M	3,079	3,220	3,356
Basketball (asst.) M	1,879	2,013	2,156
Basketball (varsity) W	3,079	3,220	3,356
Basketball (asst.) W	1,879	2,013	2,156
Basketball (soph) M	2,525	2,665	2,806
Basketball (soph) W	2,525	2,665	2,806
Basketball (frosh) M	2,247	2,386	2,525
Basketball (frosh) W	2,247	2,386	2,525
Cross Country M	2,429	2,571	2,708
Cross Country W	2,429	2,571	2,708
Cross Country (asst.)	1,879	2,013	2,156
Football (varsity)	3,637	3,777	3,914
Football (asst.)	3,079	3,220	3,356
Football (head soph)	3,079	3,220	3,356
Football (soph asst.)	2,525	2,665	2,806
Football (head frosh)	2,525	2,665	2,806
Football (frosh asst.)	2,247	2,386	2,525
Golf M	2,199	2,333	2,478
Golf W	2,199	2,333	2,478
La Crosse (varsity)	2,429	2,571	2,708
La Crosse (j.v.)	1,879	2,013	2,156
Soccer (varsity) M	2,429	2,571	2,708
Soccer (varsity) W	2,429	2,571	2,708
Soccer (j.v.) M	1,879	2,013	2,156
Soccer (j.v.) W	1,879	2,013	2,156
Softball (varsity)	3,034	3,174	3,312
Softball (j.v.)	2,478	2,615	2,754
Softball (asst.)	1,879	2,013	2,156
Swimming M	2,754	2,897	3,034
Swimming W	2,754	2,897	3,034
Swimming (asst.) (dive)	2,199	2,333	2,478
Tennis M	2,199	2,333	2,478
Tennis W	2,199	2,333	2,478

Sport	A	B	C
Track (varsity) Head	3,034	3,174	3,312
Track (asst.)	2,478	2,615	2,754
Volleyball (varsity) M	2,754	2,897	3,034
Volleyball (varsity) W	2,754	2,897	3,034
Volleyball (j.v.) M	2,153	2,292	2,429
Volleyball (j.v.) W	2,153	2,292	2,429
Volleyball (frosh) M	1,879	2,013	2,156
Volleyball (frosh) W	1,879	2,013	2,156
Water Polo M	2,429	2,571	2,708
Water Polo W	2,429	2,571	2,708
Water Polo (asst. var & f/s) M	1,879	2,013	2,156
Water Polo (asst. var & f/s) W	1,879	2,013	2,156
Wrestling (varsity)	2,754	2,897	3,034
Wrestling (asst.)	2,199	2,333	2,478

Other Assignments

Academic Decathlon	1,530	1,667	1,807
Asst. to Athletic Director	1,806	1,943	2,082
Asst. Band Director	3,079	3,220	3,356
Asst. to Drama Director	1,530	1,667	1,806
Band Director	3,637	3,777	3,914
Choral	2,915	3,056	3,194
Department Chairs	2,343	2,600	2,857
Department Coordinators	1,452	1,611	1,770
Drama Director K-6, K-8, 7-8	323	377	431
Drama Director	3,472	3,609	3,749
Drill Team	1,806	1,943	2,082
Drum Line	1,806	1,943	2,082
Head Cheer Coach	1,806	1,943	2,082
Head Dance Coach (varsity)	1,806	1,943	2,082
Head Dance Coach (j.v.)	1,806	1,943	2,082
Head Dance Coach (frosh)	1,806	1,943	2,082
Newspaper	2,915	3,056	3,194
Orchestra Director	2,915	3,056	3,194
Program Lead Teachers	3,780	4,195	4,610
Site Education Technician	820	910	1,000
Science Olympiad/Pentath. 9-12	820	910	1,000
Science Olympiad/Pentath. K-6, K-8, 7-8	323	377	431
Speech/Debate	3,637	3,777	3,914
Yearbook K-6, K-8, 7-8	323	377	431
Yearbook 9-12	2,915	3,056	3,194



Lincoln Unified School District 2022-2023 Teacher Work Calendar



July 2022						
S	M	T	W	Th	F	S
24	25	26	27	28	29	30
31						

August 2022						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	*15	16	17	18	19	20
21	*22	23	24	25	26	27
28	*29	30	31			

September 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	*12	13	14	15	16	17
18	*19	20	21	22	23	24
25	*26	27	28	29	30	

October 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	*10	11	12	13	14	15
16	*17	18	19	20	21	22
23	*24	25	26	27	28	29
30	*31					

November 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	*7	8	9	10	11	12
13	*14	15	16	17	18	19
20	21	22	23	24	25	26
27	*28	29	30			

December 2022						
S	M	T	W	Th	F	S
				1	2	3
4	*5	6	7	8	9	10
11	*12	13	14	15	16	17
18	19	20	21	*22	23	24
25	26	27	28	29	30	31

*Early Release Days

Adopted by Board: 1/25/2021

Ratified by Board: 2/10/2021

August 2022	
1-3	New Teacher
4,5,8	Service Day/Prof. Development
9	First Day of School
September 2022	
5	Labor Day
October 2022	
3-7	Fall Break
November 2022	
11	Veteran's Day
21-25	Thanksgiving Break
December 2022	
23-30	Winter Break
January 2023	
2-6	Winter Break
16	Martin Luther King Day
February 2023	
13	Lincoln's Day (Observed)
20	President's Day
March 2023	
17	Professional Development
April 2023	
3-7	Spring Break
May 2023	
29	Memorial Day
June 2023	
1	Last Day of School
2	Teachers Last Day

January 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	*9	10	11	12	13	14
15	16	17	18	19	20	21
22	*23	24	25	26	27	28
29	*30	31				

February 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	*6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	*27	28				

March 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	*6	7	8	9	10	11
12	*13	14	15	16	17	18
19	*20	21	22	23	24	25
26	*27	28	29	30	31	

April 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	*10	11	12	13	14	15
16	*17	18	19	20	21	22
23	*24	25	26	27	28	29
30						

May 2023						
S	M	T	W	Th	F	S
	*1	2	3	4	5	6
7	*8	9	10	11	12	13
14	*15	16	17	18	19	20
21	*22	23	24	25	26	27
28	29	30	31			

June 2023						
S	M	T	W	Th	F	S
				*1	2	3
4	5	6	7	8	9	10

Appendix D
Lincoln Unified School District
Certificated Evaluation

Name _____

School _____ School Year _____

PAR elements are shown in the shaded regions

OVERALL RATING: ☐ Satisfactory
 ☐ Unsatisfactory

INSTRUCTIONAL RESPONSIBILITIES

A. SUBJECT MATTER COMPETENCE	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
B. LESSON PLANNING	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
C. DELIVERY OF INSTRUCTION	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
D. PUPIL LEARNING	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
E. CLASSROOM CLIMATE	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
F. CURRICULUM	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
G. EVALUATION OF STUDENT PROGRESS	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
H. STUDENT WELFARE	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
I. CLASSROOM DISCIPLINE	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
J. SCHOOL DISCIPLINE	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
K. COMMUNITY RESOURCES	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory

PROFESSIONAL RESPONSIBILITIES

A. DEPENDABILITY	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs Improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
B. FITNESS	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
C. PROFESSIONAL GROWTH	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
D. ACHIEVING GOALS AND OBJECTIVES	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
E. CONFIDENTIALITY	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
F. ROTATING DUTIES	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
G. PROFESSIONAL RELATIONSHIPS	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
H. RELATIONSHIPS W/PARENTS & STUDENTS	<input type="checkbox"/> Meets/exceeds 90 district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory
I. ROLE MODEL	<input type="checkbox"/> Meets/exceeds 90 district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Does not apply <input type="checkbox"/> Unsatisfactory

SEE REVERSE FOR DISTRICT STANDARDS FOR EACH ITEM

EVALUATOR'S COMMENTS: _____

EVALUATOR'S SIGNATURE _____ **DATE** _____

EVALUATEE'S COMMENTS: _____

I HAVE READ AND DISCUSSED THIS EVALUATION:

EVALUATEE'S SIGNATURE _____ **DATE** _____

OVERALL RATING:

SATISFACTORY OR UNSATISFACTORY

RATINGS: Meets or exceeds district standards
 Needs Improvement
 Unsatisfactory
 Does not apply

INSTRUCTIONAL RESPONSIBILITIES

A. SUBJECT MATTER COMPETENCE

The teacher demonstrates knowledge of subject(s) taught.

B. LESSON PLANNING

The teacher plans lessons designed to meet student needs.

C. DELIVERY OF INSTRUCTION

The teacher translates lesson plans into appropriate learning experiences that use a variety of materials, methods, and techniques. Clear direction is evident, tasks are related to an observable, appropriate objective, student time is well used, and the teacher has high expectations of student achievement.

D. PUPIL LEARNING

Students are making satisfactory progress toward district-established standards of achievement in each area of study.

E. CLASSROOM CLIMATE

The teacher generates a positive instructional climate that provides enthusiasm and promotes creativity and courtesy. The teacher maintains an interesting and functional environment for learning.

F. CURRICULUM

The teacher teaches the basic skills and implements curricular objectives and programs emphasized by each school and the district. Within this parameter, it is recognized that there must be room for expression of teacher creativity, instructional styles, knowledge and interests, as long as the continuity and emphasis on the basic program is evident.

G. EVALUATION OF STUDENT PROGRESS

The teacher evaluates and reports student progress. Documentation needs will vary by grade level, programs, and school. Records might include but are not limited to: grade books, progress reports, prescription cards, cumulative records, parent contacts, report cards, etc. In evaluation and reporting the teacher informs both student and parents of student academic and behavioral progress.

H. STUDENT WELFARE

The teacher observes the health and welfare of students and reports to proper authority any irregularities. The teacher cooperates with other professionals and parents in assessing and helping students solve learning, health and emotional problems, which includes, but is not limited to attending conferences, SST meetings and IEP meetings.

I. CLASSROOM DISCIPLINE

The teacher sets class standards and disciplines in a dignified, consistent, and fair manner. The teacher maintains classroom control while striving to promote and achieve pupil self-control.

J. SCHOOL DISCIPLINE

The teacher enforces established school rules that preserve the welfare and safety of all students.

K. COMMUNITY RESOURCES

The teacher uses community resources to enrich instruction.

PROFESSIONAL RESPONSIBILITIES

A. DEPENDABILITY

The teacher reports on time to various required duties. Required reports and records are done promptly and accurately. The teacher exhibits proper care and use of equipment, materials, and facilities.

B. FITNESS

The teacher demonstrates the physical and mental health needed to meet the responsibilities of the job.

C. PROFESSIONAL GROWTH

The teacher takes advantage of opportunities to grow in the profession. The teacher seeks and tries a variety of methods and techniques of teaching.

D. ACHIEVING GOALS AND OBJECTIVES

The teacher annually sets and strives to meet personal teaching and professional goals and objectives.

E. CONFIDENTIALITY

The teacher respects the confidential nature of professional information.

F. ROTATING DUTIES

The teacher accepts responsibility in the planning and supervision of outside-the-classroom, school-related activities.

G. PROFESSIONAL RELATIONSHIPS

The teacher works cooperatively with all school personnel. The teacher communicates with and supports colleagues. The teacher participates in the decision-making process of the school in a professional manner. The teacher works collaboratively with grade level and department colleagues.

H. RELATIONSHIPS W/PARENTS & STUDENTS

The teacher shows respect for every student and parent. The teacher understands the professional role of a teacher in relationships with parents and students. The teacher communicates with parents and students, and responds to their concerns constructively.

I. ROLE MODEL

The teacher is an appropriate and effective model for students to emulate.

LINCOLN UNIFIED SCHOOL DISTRICT

COUNSELOR EVALUATION

Name _____

PERFORMANCE RESPONSIBILITIES

- | | |
|---|--|
| <p>A. Assists students in choosing and registering for classes and participating in student activities.</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |
| <p>B. Participates in parent conferences and facilitates parent communication and participation.</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |
| <p>C. Conferences with students and/or parents on the results of minimum competency examinations, achievement tests and interest inventories.</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |
| <p>D. Assists and advises administrators, staff members, students, and parents concerning student progression toward graduation and educational goals.</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |
| <p>E. Assists and works with school personnel, legal authorities, community agencies, and parents to make appropriate referrals and/or placement recommendations which are in the best interest of the student.</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |
| <p>F. Participates in student study team meetings.</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |
| <p>G. Consults with staff members in dealing with students who are having difficulties in the classroom.</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |
| <p>H. Provides orientation programs in large and small groups, and classrooms as necessary.</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |

PERSONAL GUIDANCE

- | | |
|---|--|
| <p>A. Provides students with individual and/or small group counseling concerning social, emotional and learning problems.</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |
| <p>B. Encourages the enhancement of student's self-esteem in both the school setting and the home environment.</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |
| <p>C. Implements selected programs which focus on problem solving, conflict resolution and decision making</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |

PROFESSIONAL RESPONSIBILITIES

- | | |
|---|--|
| <p>A. DEPENDABILITY</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |
| <p>B. FITNESS</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |
| <p>C. PROFESSIONAL GROWTH PARTICIPATION</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |
| <p>D. ACHIEVING GOALS AND OBJECTIVES</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |
| <p>E. CONFIDENTIALITY</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |

CAREER GUIDANCE

- | | |
|---|--|
| <p>A. Assists students to clarify educational and career goals.</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |
| <p>B. Participates and supports arrangements for visits of college, military recruiters, employers and speakers from various vocations.</p> | <input type="checkbox"/> Meets/exceeds district standards
<input type="checkbox"/> Needs improvement
<input type="checkbox"/> Unsatisfactory |

PROFESSIONAL RESPONSIBILITIES

F. ROTATING DUTIES	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
G. PROFESSIONAL RELATIONSHIPS.	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
H. RELATIONSHIPS W/PARENTS & STUDENTS	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory
I. ROLE MODEL	<input type="checkbox"/> Meets/exceeds district standards <input type="checkbox"/> Needs improvement <input type="checkbox"/> Unsatisfactory

OVERALL RATING:	<input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory
-----------------	--

EVALUATOR'S COMMENTS: _____

 EVALUATOR'S SIGNATURE

 DATE

I HAVE READ AND DISCUSSED THIS EVALUATION.

 EVALUATEE'S SIGNATURE

 DATE

LINCOLN UNIFIED SCHOOL DISTRICT

PSYCHOLOGIST EVALUATION

Name _____

School _____

Year(s) _____

PERFORMANCE RESPONSIBILITIES

A. Acts as a liaison to assist parents and students in obtaining needed services from public/private providers. ☐ ☐ ☐

B. Counsels with parents concerning their children. ☐ ☐ ☐

C. Assesses students as referred with appropriate intelligence, achievement, personality, perceptual and adaptive behavior tests. ☐ ☐ ☐

D. Provides instruction or consultation to staff upon request in areas of expertise. ☐ ☐ ☐

E. Prepares reports for the appropriate placement of students in conformance with federal, state, and district policies and regulations. ☐ ☐ ☐

F. Counsels with students, teachers, and parents concerning strengths, remediation needs and alternate programs for students. ☐ ☐ ☐

G. Consults with administrators in cases where the difficulty or sensitivity of the situation warrants it. ☐ ☐ ☐

H. Acts as a resource person for teachers, special education classrooms and administrators. ☐ ☐ ☐

I. Identifies community agencies and works with them when appropriate. ☐ ☐ ☐

J. Participates in Student Study Team meetings as consultant. ☐ ☐ ☐

K. Facilitates home/school communication. Makes home visits when necessary. ☐ ☐ ☐

L. Enhances the professional growth of teachers and staff through inservice sessions, sharing of materials, etc. ☐ ☐ ☐

M. Participates in appropriate professional growth activities throughout the year. ☐ ☐ ☐

N. Contributes to the attainment of district goals as established by the board of trustees. ☐ ☐ ☐

EVALUATOR'S COMMENTS: _____

EVALUATOR

DATE

Meets or exceeds
district standards
Needs Improvement
Unsatisfactory

PROFESSIONAL RESPONSIBILITIES

A. DEPENDABILITY

B. FITNESS

C. PROFESSIONAL GROWTH

D. ACHIEVING GOALS AND OBJECTIVES

E. CONFIDENTIALITY

F. ROTATING DUTIES

G. PROFESSIONAL RELATIONSHIPS

H. RELATIONSHIPS W/PARENTS & STUDENTS

I. ROLE MODEL

Meets or exceeds
district standards
Needs Improvement
Unsatisfactory

OVERALL RATING (circle one)

SATISFACTORY

UNSATISFACTORY

EVALUATEE'S COMMENTS: _____

I HAVE READ AND DISCUSSED THIS EVALUATION.

EVALUATEE

DATE

ORIGINAL - PERSONNEL FILE
2ND COPY - EVALUATEE
3RD COPY - SCHOOL FILE

LINCOLN UNIFIED SCHOOL DISTRICT SCHOOL NURSE EVALUATION

Name _____

School _____ School Year _____

PAR elements are shown in the shaded region

OVERALL RATING:	<input type="checkbox"/> Satisfactory
	<input type="checkbox"/> Unsatisfactory

PERFORMANCE RESPONSIBILITIES**A. PROFESSIONAL KNOWLEDGE BASE**

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

B. QUALITY OF CARE

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

C. ETHICS

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

D. COLLABORATION

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

E. RESEARCH

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

F. RESOURCE UTILIZATION

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

G. COMMUNICATION

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

H. PROGRAM MANAGEMENT

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

I. HEALTH EDUCATION

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

PROFESSIONAL RESPONSIBILITIES**A. DEPENDABILITY**

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

B. FITNESS

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

C. PROFESSIONAL GROWTH

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

D. ACHIEVING GOALS AND OBJECTIVES

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

E. CONFIDENTIALITY

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

F. ROTATING DUTIES

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

G. PROFESSIONAL RELATIONSHIPS

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

H. RELATIONSHIPS W/PARENTS & STUDENTS

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

I. ROLE MODEL

- ☐ Meets/exceeds district standards
☐ Needs improvement
☐ Does not apply
☐ Unsatisfactory

SEE REVERSE FOR DISTRICT STANDARDS FOR EACH ITEM
--

EVALUATOR'S COMMENTS: _____

EVALUATOR'S SIGNATURE _____

DATE _____

EVALUATEE'S COMMENTS: _____

I HAVE READ AND DISCUSSED THIS EVALUATION.

EVALUATEE'S SIGNATURE _____

DATE _____

OVERALL RATING:

SATISFACTORY OR UNSATISFACTORY

RATINGS: Meets or exceeds district standards
Needs Improvement
Unsatisfactory
Does not apply

PERFORMANCE RESPONSIBILITIES

A. PROFESSIONAL KNOWLEDGE BASE

The school nurse demonstrates knowledge and skills appropriate to the specialty practice of school nursing on a regular and ongoing basis.

B. QUALITY OF CARE

The school nurse strives to continuously improve the quality and effectiveness of school health services.

C. ETHICS

The school nurse makes decisions and determines actions on behalf of patients in an ethical manner. The school nurse delivers and manages care in a nonjudgmental and nondiscriminatory manner that is sensitive to student diversity in the school community.

D. COLLABORATION

The school nurse collaborates with the student, family, school staff, community and other providers to provide service. The nurse cooperates with other professionals and parents in assessing and helping students solve learning, health and emotional problems, which includes but is not limited to attending conferences, SST meetings and IEP meetings.

E. RESEARCH

The school nurse promotes the use of research findings in school nursing practices.

F. RESOURCE UTILIZATION

The school nurse considers factors related to safety, effectiveness, and cost in planning and delivering service.

G. COMMUNICATION

The school nurse uses effective written, verbal and nonverbal communication skills.

H. PROGRAM MANAGEMENT

The school nurse manages school health services in an effective manner.

I. HEALTH EDUCATION

The school nurse assists students, families, school staff, and community to achieve optimal levels of wellness through appropriately designed and delivered health education.

PROFESSIONAL RESPONSIBILITIES

A. DEPENDABILITY

The school nurse reports on time to various required duties. Required reports and records are done promptly and accurately. The school nurse exhibits proper care and use of equipment, materials, and facilities.

B. FITNESS

The school nurse demonstrates the physical and mental health needed to meet the responsibilities of the job.

C. PROFESSIONAL GROWTH

The school nurse takes advantage of opportunities to grow in the profession. The school nurse seeks and tries a variety of methods and techniques of teaching.

D. ACHIEVING GOALS AND OBJECTIVES

The school nurse annually sets and strives to meet personal nursing and professional goals and objectives.

E. CONFIDENTIALITY

The school nurse respects the confidential nature of professional information.

F. ROTATING DUTIES

The school nurse accepts responsibility in the planning and supervision of outside-the-classroom, school-related activities.

G. PROFESSIONAL RELATIONSHIPS

The school nurse works cooperatively with all school personnel. The school nurse communicates with and supports colleagues. The school nurse participates in the decision-making process of the school in a professional manner.

H. RELATIONSHIPS W/PARENTS & STUDENTS

The school nurse shows respect for every student and parent. The nurse understands the professional role of a school nurse in relationships with parents and students. The school nurse communicates with parents and students, and responds to their concerns constructively.

I. ROLE MODEL

The school nurse is an appropriate and effective model for students to emulate.

OVERALL RATING:

SATISFACTORY OR UNSATISFACTORY

RATINGS: Meets or exceeds district standards
 Needs Improvement
 Unsatisfactory
 Does not apply

INSTRUCTIONAL RESPONSIBILITIES

A. SUBJECT MATTER COMPETENCE

The teacher demonstrates knowledge of subject(s) taught.

B. LESSON PLANNING

The teacher plans lessons designed to meet student needs.

C. DELIVERY OF INSTRUCTION

The teacher translates lesson plans into appropriate learning experiences that use a variety of materials, methods, and techniques. Clear direction is evident, tasks are related to an observable, appropriate objective, student time is well used, and the teacher has high expectations of student achievement.

D. PUPIL LEARNING

Students are making satisfactory progress toward district-established standards of achievement in each area of study.

E. CLASSROOM CLIMATE

The teacher generates a positive instructional climate that provides enthusiasm and promotes creativity and courtesy. The teacher maintains an interesting and functional environment for learning.

F. CURRICULUM

The teacher teaches the basic skills and implements curricular objectives and programs emphasized by each school and the district. Within this parameter, it is recognized that there must be room for expression of teacher creativity, instructional styles, knowledge and interests, as long as the continuity and emphasis on the basic program is evident.

G. EVALUATION OF STUDENT PROGRESS

The teacher evaluates and reports student progress. Documentation needs will vary by grade level, programs, and school. Records might include but are not limited to: grade books, progress reports, prescription cards, cumulative records, parent contacts, report cards, etc. In evaluation and reporting the teacher informs both student and parents of student academic and behavioral progress.

H. STUDENT WELFARE

The teacher observes the health and welfare of students and reports to proper authority any irregularities. The teacher cooperates with other professionals and parents in assessing and helping students solve learning, health and emotional problems, which includes, but is not limited to attending conferences, SST meetings and IEP meetings.

I. CLASSROOM DISCIPLINE

The teacher sets class standards and disciplines in a dignified, consistent, and fair manner. The teacher maintains classroom control while striving to promote and achieve pupil self-control.

J. SCHOOL DISCIPLINE

The teacher enforces established school rules that preserve the welfare and safety of all students.

K. COMMUNITY RESOURCES

The teacher uses community resources to enrich instruction.

PROFESSIONAL RESPONSIBILITIES

A. DEPENDABILITY

The teacher reports on time to various required duties. Required reports and records are done promptly and accurately. The teacher exhibits proper care and use of equipment, materials, and facilities.

B. FITNESS

The teacher demonstrates the physical and mental health needed to meet the responsibilities of the job.

C. PROFESSIONAL GROWTH

The teacher takes advantage of opportunities to grow in the profession. The teacher seeks and tries a variety of methods and techniques of teaching.

D. ACHIEVING GOALS AND OBJECTIVES

The teacher annually sets and strives to meet personal teaching and professional goals and objectives.

E. CONFIDENTIALITY

The teacher respects the confidential nature of professional information.

F. ROTATING DUTIES

The teacher accepts responsibility in the planning and supervision of outside-the-classroom, school-related activities.

G. PROFESSIONAL RELATIONSHIPS

The teacher works cooperatively with all school personnel. The teacher communicates with and supports colleagues. The teacher participates in the decision-making process of the school in a professional manner. The teacher works collaboratively with grade level and department colleagues.

H. RELATIONSHIPS W/PARENTS & STUDENTS

The teacher shows respect for every student and parent. The teacher understands the professional role of a teacher in relationships with parents and students. The teacher communicates with parents and students, and responds to their concerns constructively.

I. ROLE MODEL

The teacher is an appropriate and effective model for students to emulate.

APPENDIX I

INITIAL SALARY PLACEMENT

- A. Bargaining unit members employed with outside experience will be given year-for-year credit up to nine years. A teacher employed with nine or more years of outside teaching experience will be placed on step 10 of the Teachers' Salary Schedule. This experience must have been obtained within thirteen (13) years immediately preceding employment by Lincoln Unified School District.
- B. Bargaining unit members initially employed with 75% or more of a year of service credit are given credit for a full year of service. Bargaining unit members initially employed with less than 75% of a year of service credit are not given credit for that year of service. This initial placement, and not the percent thereof, will serve as the base number for any future service credit.
- C. Substitute service does not count towards years of service credit.
- D. Employees who return to the District within 39 months from their date of resignation are placed on the salary schedule at the point reached when the resignation occurred. If the employee gained outside teaching experience within the 39 months, their prior district experience shall be combined with the experience obtained outside the District.

Employees who return to the District outside the 39-month window are placed on the salary schedule with the same consideration as a new employee to the District.

- E. Prior to August 1, 1997, any employee who was offered an initial salary placement inconsistent with the Contract and for which written documentation exists to verify that an actual offer was made, not an error, will be y-rated (the salary in effect at the time of notification will be maintained until the correct salary schedule placement meets or exceeds that level).

SALARY ADVANCEMENT

- A. Effective July 1, 1998, full-time employees must work a minimum of 135 instructional days in order to receive service credit for salary placement purposes. Part-time employees must work a minimum of 75% of the instructional days of their contract year in order to receive service credit for salary placement purposes. As clarification, full-time employees who work, 134 3/4 days (one hundred thirty-four and three-fourths days) will not receive service credit for salary placement purposes. Service credit for part-time employees will be calculated in the same manner. Days of paid sick leave (not including differential pay) shall be counted as workdays for salary placement purposes.
- B. Service credit for part-time employees accumulates by adding the percentage of contract worked, i.e. an employee who works a 75% contract for three years will accumulate 2.25 year of service credit. When part-time service reaches 75% or more, the employee is advanced to the next highest step on the salary schedule. Part-time experience will continue to accumulate based on the actual percent of service credit. This provision excludes reduced workload employees under Article XXI, Section 20.3.2.

- C. Effective August 1, 1995, days of paid sick leave (not including differential pay) will be counted as days of work. Employees whose salary placement will be affected by this change will be compensated for the differences beginning with the 1996-97 school year. Therefore, a change experienced during the 1995-96 school year will not be reimbursed.
- D. Effective August 1, 1980, an employee whose contract changes during the year will only be given service credit for the greater contract if they work at least one full semester or more than 50% of the year at the greater contract percentage. Employees whose salary placement will be affected by this change will be compensated for the difference beginning with the 2000-2001 school year. Therefore, a salary placement change prior to the 2000-2001 school year will not be reimbursed or compensated.
- E. Employees will be placed in accordance with their years of service credit and semester units beyond a bachelor's degree. However, an employee may only be placed on a longevity step after serving one full year at Step F-13.

Effective July 1, 2001, employees will be placed in accordance with their years of service credit and semester units beyond a bachelor's degree. An employee who has acquired sufficient years of service and semester units to be placed beyond Step F-13 will be placed at the appropriate step without having to serve one year at Step F-13.

- F. The type of credentials or credential waiver held by the employee will not adversely affect salary advancement. (This includes, but is not limited to, intern, emergency, clear professional and preliminary credentials).

APPENDIX J

Longevity

The current practice is not to allow service credit outside the District granted at the time of initial hire to count towards the longevity steps of the salary schedule.

LUTA and the District have agreed to the following adjusted schedule/Schedule A, for moving certificated staff, defined below, with service credit outside the District to the first longevity step, i.e., year one of Step F-16. This agreement will apply to part-time and full-time staff initially hired after November 3, 1983. Part-time staff hired before November 3, 1983, currently placed at Step 13 who have already served more than the equivalent of three full-time years at Step 13, will be advanced to year one of Step 16. Part-time staff hired before November 3, 1983, who has not yet reached Step 13, will serve the equivalent of three full-time years at Step 13.

The parties agree that the District shall not fund advancement, to any longevity steps for staff that are currently placed on Step F-16 or above with service credit outside the District. Schedule A has the effect of changing the initial salary placement solely for purposes of determining eligibility for the first longevity step. Schedule A will allow staff currently placed on Step F-13 and who have been placed at F-13 for more than 3 full-time years, or the equivalent, to move to year 1 of Step F-16 and will insure that in the future, unit members will not remain at Step F-13 for more than 3 full-time years, or the part-time equivalent to three full years, of satisfactory service. The District believes that by this modification of longevity rules, it will be able to attract more experienced teachers to working the District. LUTA/CTA/NEA will not bring action to invalidate this agreement. If LUTA/CTA/NEA participates in or supports a suit or other legal action to invalidate this adjusted schedule, LUTA agrees that they will indemnify the District for any loss or damages it suffers as a result of such legal action. The District acknowledges that teachers with LUTA/CTA/NEA membership are entitled to legal counsel as a benefit of membership. LUTA/CTA/NEA will not be held in violation of this agreement if a person individually brings legal action against the District so long as the legal action is not funded by LUTA/CTA/NEA.

The following provisions apply to employees whose service to the District has been in a full-time capacity. Years of service for determining placement and advancement on the salary schedule for part-time employees shall be calculated according to Appendix H of the contract.

- If an employee was hired on November 3, 1983 or earlier, no outside service credit will count towards longevity.
- An employee whose first full year of district service was the 1984-1985 school year and is currently frozen, at F-13 will receive one year of outside service credit towards longevity.
- An employee whose first full year of district service was the 1985-1986 school year and is currently frozen at F-13 will receive two years of outside service credit towards longevity.
- An employee whose first full year of district service was the 1986-1987 school year and is currently frozen at F-13 will receive three years of outside service credit towards longevity.
- An employee whose first full year of district service was the 1987-1988 school year and is currently frozen at F-13 will receive four years of outside service credit towards longevity.
- An employee whose first full year of district service was the 1988-1989 school year and is currently frozen at F-13 will receive five years of outside service credit towards longevity.
- An employee whose first full year of district service was the 1989-1990 school year and is currently frozen at F-13 will receive six years of outside service credit towards longevity.
- An employee whose first full year of district service was the 1990-1991 school year or more recently, will receive up to six years of outside service credit towards longevity.

SCHEDULE A

Current Placements Prior to Adjustments for Full-Time Employees

1 Year Outside	2 Years	3 years	4 years	5 years	6 years
F-2					
3	F-3				
4	4	F-4			
5	5	5	F-5		
6	6	6	6	F-6	
7	7	7	7	7	F-7
8	8	8	8	8	8
9	9	9	9	9	9
10	10	10	10	10	10
11	11	11	11	11	11
12	12	12	12	12	12
13	13	13	13	13	13
13	13	13	13	13	13
13	13	13	13	13	13
13 1984	13 1985	13 1986	13 1987	13 1988	13 1989
16	13 1984	13 1985	13 1986	13 1987	13 1988
16	16	13 1984	13 1985	13 1986	13 1987
16	16	16	13 1984	13 1985	13 1986
19	16	16	16	13 1984	13 1985
19	19	16	16	16	13 1984
19	19	19	16	16	16
22	19	19	19	16	16
22	22	19	19	19	16
22	22	22	19	19	19
25	22	22	22	19	19
25	25	22	22	22	19
25	25	25	22	22	22
28	25	25	25	22	22
28	28	25	25	25	22

Any employee whose current salary placement falls in the shaded region of Schedule A will be placed on year 1 of F-16, effective August 20, 1998. The year 1 of F-16 cell of Schedule A is double-outlined.

Years of service for determining placement and advancement on the salary schedule shall be calculated according to Appendix H of the contract.

Victoria B. Bennett
LUTA Representative

12-10-98
Date

P. J. [Signature]
District Representative

12-10-98
Date

APPENDIX K

AUTHORIZATION FOR RELEASE OF CONFIDENTIAL PERSONNEL RECORDS

Participating Teacher's Name _____

School _____ Grade/Assignment _____

Consulting Teacher's Name _____

I authorize my evaluator to release the following confidential personnel records to my Consulting Teacher during the upcoming school year:

- | | | |
|------------------------------|-----------------------------|--|
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | All Classroom Observations |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Any Public Correspondence Pertaining to my Performance |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Any Disciplinary Letter/Memoranda |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | Other |

Participating Teacher's Signature _____

Date _____

APPENDIX L

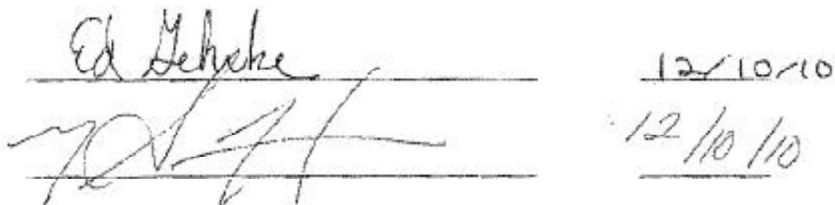
2010 Federal Jobs Bill Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between the Lincoln Unified Teachers' Association (LUTA) and the Lincoln Unified School District (District) to finalize negotiations regarding the 2010 Federal Jobs Bill Funding.

The District and LUTA Agree:

1. The District will provide all active certificated employees with a one-time bonus of \$600. This bonus will be prorated for part-time employees. This bonus will be paid in one installment no later than February 10, 2011.
2. For the 2011-12 school year only, the required days of service will be 182 days or returning employees and 185 days for employees who are new to the district. The number of instructional days shall be 179.

For the 2011-12 school year only, the 2007-08 base salary schedule shall be decreased by 0.5%. This results in a total increase of four instructional days for the 2011-12 school year, (estimated increase of 2.16% to the 2010-11 salary schedule).



Handwritten signatures and dates. The top signature is "Ed Gehlke" over a horizontal line. Below it is another signature, possibly "J. J. H.", also over a horizontal line. To the right of these signatures are two dates: "12/10/10" and "12/10/10", each written above a horizontal line.

The base salary schedule for the 2012-13 school shall not be governed by this MOU in any manner.

This MOU shall not be used to interpret existing contract language or board policies. This MOU shall not set a precedent in any manner and shall not be used as evidence in any legal proceeding between LUTA and the District, including but not limited to grievance arbitration and unfair labor practices, except in a proceeding to enforce this Agreement. This MOU will conclude all negotiations regarding the 2010 Federal Jobs Bill Funding.

LINCOLN

UNIFIED SCHOOL DISTRICT

RETIREE HEALTH BENEFIT DECLINATION FORM

As a retiree, I understand I am entitled to health benefits through the District until I reach the age of sixty-five.

I understand that I may decline health benefits and that my decision to decline health benefits is irrevocable.

I understand that by declining health benefits, I have waived all right to health benefits in the future.

I understand that by declining health benefits, I have forfeited the dollar amount that the district pays toward the cap.

I hereby request that the District terminate my health benefits effective

_____, 1, _____.
Month Year

Retiree's Signature

Date

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between the Lincoln Unified Teachers' Association (LUTA) and the Lincoln Unified School District (District).

The District and LUTA agree to change Sections D and E of Article IV (Wages) to read as follows, effective June 17, 2005.

D. An employee retiring from the District may continue the health-medical plan if the insurance contract permits until he/she reaches the age 65. The employee shall arrange to pay the required premium. The District shall provide the Association with a copy of the master contract that covers each benefit program covered by "A" above.

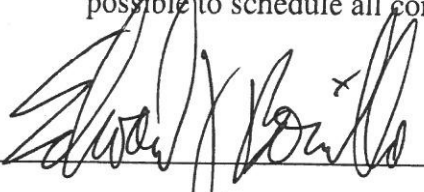
E. Effective August 1, 2005, retirees may decline retiree health benefits. A retiree's decision to decline health benefits is irrevocable. Retirees who decline health benefits waive all rights to health benefits in the future. Retirees shall indicate their decision to decline health benefits by completing a "Retiree Health Benefit Declination Form."

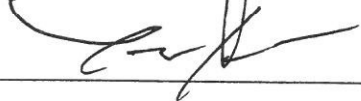
This MOU shall not set a precedent in any manner and shall not be used as evidence in any legal proceeding between LUTA and the District, except in a proceeding to enforce this MOU.

Memorandum of Understanding Transfers

During the timeframe of March 15th through August 10th of any year when certificated layoffs are conducted, the parties agree to the following in addition to all other language within Article IX, Transfers. These two paragraphs only affect involuntary transfers within the particular kinds of service wherein layoffs are conducted.

1. If two or more teachers will be involuntarily transferred, the District agrees to have a District office administrator confer with the affected teachers prior to the District establishing new assignments for these teachers. The District will review all vacant positions available at the time for which these teachers are qualified. The District will offer conference times in seniority order. The District will be excused from the responsibility of conferring with an affected teacher if the teacher does not respond to the District's meeting request within 3 days, the teacher does not wish to meet, or the teacher is not available at the time offered. If the teacher is not available at the time offered, the District will offer another meeting time although the meeting time may not be in seniority order.
2. The District will provide LUTA with the appointment schedule at least two days prior to the meetings. The parties recognize the need to conduct additional involuntary transfers can arise at any time, and it is not always possible to schedule all conferences in seniority order.





4/21/10

4/21/10

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between the Lincoln Unified Teachers' Association (LUTA) and the Lincoln Unified School District (District).

The District and LUTA agree to change Sections D and E of Article IV (Wages) to read as follows, effective June 17, 2005.

D. An employee retiring from the District may continue the health-medical plan if the insurance contract permits until he/she reaches the age 65. The employee shall arrange to pay the required premium. The District shall provide the Association with a copy of the master contract that covers each benefit program covered by "A" above.

E. Effective August 1, 2005, retirees may decline retiree health benefits. A retiree's decision to decline health benefits is irrevocable. Retirees who decline health benefits waive all rights to health benefits in the future. Retirees shall indicate their decision to decline health benefits by completing a "Retiree Health Benefit Declination Form."

This MOU shall not set a precedent in any manner and shall not be used as evidence in any legal proceeding between LUTA and the District, except in a proceeding to enforce this MOU.

Appendix P

Extended Day Kindergarten
Memorandum of Understanding

1. Effective July 1, 2020, kindergarten teachers shall work 75 minutes beyond their regularly scheduled class time of 225 minutes. The 75 minutes shall be included in the calculation of scheduled class time for kindergarten teachers (see Section 6.6). In preparation for the 2020-21 extended kindergarten day program, a committee of 8 kindergarten teachers (one kindergarten teacher from each school site and one LUTA representative) appointed by LUTA and 9 administrators (8 principals and one District administrator) shall meet to discuss and review site plans regarding the Implementation of the additional 25 minutes of instructional time at their school sites. These kindergarten teachers shall be paid a one-time \$500 stipend for serving in this role.
2. The kindergarten teacher is assigned to only one session of kindergarten daily.
3. The site administrator will determine the kindergarten teacher's 75-minute assignment. The use of the 75 minutes shall be for the support of the primary classrooms (K-3) at the same site. The kindergarten classes at the site will receive first consideration for support from the 75-minute assignment. The principal may assign teachers to the 1-3 grade level if in his/her professional judgement there is a greater need at the 1-3 grade level. The assignment of an individual kindergarten teacher to grade four (4) through eight (8) may be made with the teacher's consent.
4. The teacher shall not serve as the principal teacher during this additional 75 minutes.
5. In consideration of the 2020-21 extended kindergarten day program, the following shall be included as part of the school site plan:

Plan and/or assurance to provide reasonable bathroom access for teachers and students at each school site.

In situations where two kindergarten teachers that share a classroom are separated, the district shall provide a budget of up to \$2,500 for new materials and supplies including but not limited to: manipulatives, floor rugs, tubs, instructional materials, office supplies, easel and books. The following shall not be paid from this budget: tables, chairs, book shelves, cubbies, chromebooks/ipads, and printer.

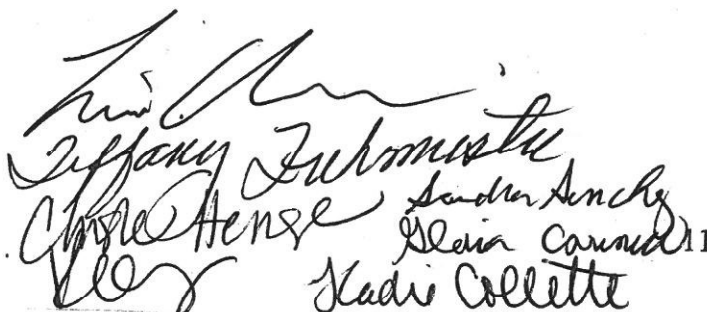
6. All other sections and provisions in the contract remain status quo until the parties negotiate any changes.

For the District



For LUTA

4-23-2019



Christine J. Thompson
Adriana Allin
~~Deborah~~
Karen Jensen
Natalie Smith

Brooke E.
Jim E. Pina
Amy Ricci
Bruce R.
Gene H. Wargler
for the

Dr. Parvata Reddy

Richard Vargas
for the